

#### REFUND/ROLLOVER KIT

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM SFN 53725 (Rev. 01-06)

NDPERS • PO Box 1657 • Bismarck • North Dakota 58502-1657 (701) 328- 3900 • 1-800-803-7377 • Fax 701-328-3920

www.nd.gov/ndpers



This publication contains information, forms, and instructions necessary for a terminating employee to apply for a refund/rollover of retirement account balance and continuation of insurance administered by NDPERS under either the Defined Benefit or the Defined Contribution Plans. This publication is to be completed by BOTH the employer and employee.

This publication is intended to provide general information and may not be considered to be a legal interpretation of law. Statements contained in this publication do not supersede the North Dakota Century Code or Administrative Code or restrict the authority granted to the Retirement Board.

The information in this publication is subject to changes made by the North Dakota legislature, by the Board of the North Dakota Public Employees Retirement System (NDPERS), and its agents.

NDPERS Online Services

# NAVIGATING THE REFUND/ROLLOVER KIT



#### **EMPLOYER Responsibility**

The "Notice of Status or Employment Change SFN 53611" **MUST** be completed by your employer and **MUST** accompany your FINISHED Refund/Rollover kit.

Your Kit will not be PROCESSED without this form.

#### **EMPLOYEE'S Responsibility**

Before completing any forms, read all instructions, as well as the terms, and conditions on the back of each form.

#### 1. GROUP RETIREMENT PLAN

The retirement benefits described in this section ONLY pertain to members of NDPERS Defined Benefit and Defined Contribution Plans.

Read the Member Account Balance Options and the Special Tax Notice Regarding Plan Payments carefully before proceeding.

- ✓ To apply for a refund and /or rollover, you must complete the "Application for Refund or Direct Rollover SFN 53879" and send to NDPERS within 60 days prior to termination of employment. IF DOCUMENTS ARE FILED TOO LATE, THE PAYMENT WILL BE DELAYED.
- ✓ Fidelity Defined Contribution members must <u>ALSO</u> complete the "Fidelity Investments Distribution Form" to initiate a distribution.
- ✓ Only refunds can be direct deposited into a *Defined Benefit Member's* checking or savings account. Complete the "Authorization for Direct Deposit for Refunds SFN 53802".
- ✓ Direct rollovers must be in a check format and mailed to your financial institution.
- ✓ Authorization for direct deposit for *Defined Contribution Members* is included in the Fidelity Investments Distribution Form.

#### 2. GROUP HEALTH INSURANCE

Read the "Dakota Plan & Dakota Health Plan Features" sheets carefully before proceeding.

- ✓ Complete the "Continuation of Group Health Coverage (COBRA) SFN 14120" if you are continuing at your <u>CURRENT</u> level of coverage (COBRA) OR if you are waiving continuation of your current coverage.
- ✓ Complete the "Continuation of Group Health Insurance Coverage (COBRA) SFN 14120" AND the "Group Health Insurance Application" form if you are continuing BUT at a <u>REDUCED</u> level of coverage.

#### 3. GROUP LIFE INSURANCE

Read the "Converting Group Term Life Insurance to Individual Insurance" information carefully before proceeding.

✓ Complete the "Application for Conversion of Group Life Insurance" if you wish to obtain cost information to convert your term life insurance to an individual policy. Complete within 31 days from last day of employment.

#### 4. GROUP DENTAL INSURANCE

Read the "Dental Coverage" sheet carefully before proceeding

- ✓ Complete the "Continuation of Group Dental Coverage (COBRA) SFN 53535" if you are continuing at your <u>CURRENT</u> level of coverage <u>OR</u> if you are waiving coverage.
- Complete the "ING Dental Insurance Enrollment/Change Form" AND the "Continuation of Group Dental Coverage (COBRA) SFN 53535" if you are continuing coverage, BUT at a <u>REDUCED</u> level of coverage.

#### 5. GROUP VISION INSURANCE

Read the "Vision Coverage" sheet carefully before proceeding.

- ✓ Complete the "Continuation of Group Vision Coverage (COBRA) SFN 53536" if you are continuing at your <u>CURRENT</u> level of coverage <u>OR</u> if you are waiving coverage.
- ✓ Complete the "Ameritas Vision Insurance Enrollment/Change Form" AND the "Continuation of Group Vision Coverage (COBRA) SFN 53536" if you are continuing coverage, BUT at a <u>REDUCED</u> level of coverage.

#### **COBRA Notification Letter**

**Federal COBRA Law:** The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that employers provide employees and their dependents who lose their eligibility to participate in a <u>Group Health, Group Dental, Group Vision</u> insurance plan an opportunity to continue comparable coverage at their own expense.

It is NDPERS policy that your premium(s) be deducted from a Bank Account. Complete the "Authorization for Premium Deduction SFN 50134".

#### 6. GROUP LONG TERM CARE PLAN

Read the "Long-Term Care Coverage" Sheet Carefully before proceeding.

✓ If you wish to continue your coverage, complete the "UNUM Election 230-89" within 31 days from last day of employment.

#### 7. FLEXIBLE BENEFITS

Read the "FlexComp COBRA Continuation" sheet carefully before proceeding.

✓ If you participate in the State FlexComp Medical Spending Program, complete the "Continuation of Coverage in Medical Spending Account (COBRA) SFN 53512".

#### **COBRA Notification Letter**

<u>Federal COBRA Law</u>: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows you the opportunity to extend your participation in the NDPERS Medical Spending Account to the end of the current plan year.

#### 8. DEFERRED COMPENSATION PLAN

Read the "The Deferred Compensation Plan Termination Notice" sheet carefully before proceeding.

#### 9. EMPLOYEE ASSISTANCES PROGRAM

✓ Cancels automatically.

# **CHECKLIST**



(Please complete the forms in either blue or black ink.)

| FORM NAME  | SFN#   |
|--|--------|
| NOTICE OF STATUS OR EMPLOYMENT CHANGE                        | 53611  |
| APPLICATION FOR REFUND OR DIRECT ROLLOVER                    | 53879  |
| AUTHORIZATION FOR DIRECT DEPOSIT FOR REFUNDS                 | 53802  |
| CONTINUATION OF GROUP HEALTH INSURANCE COVERAGE (COBRA)      | 14120  |
| NDPERS GROUP HEALTH APPLICATION                              |        |
| APPLICATION FOR CONVERSION OF GROUP LIFE INSURANCE           |        |
| CONTINUATION OF GROUP DENTAL COVERAGE (COBRA)                | 53535  |
| DENTAL INSURANCE ENROLLMENT/CHANGE FORM                      |        |
| CONTINUATION OF GROUP VISION COVERAGE (COBRA)                | 53536  |
| VISION INSURANCE ENROLLMENT/CHANGE FORM                      |        |
| AUTHORIZATION FOR AUTOMATIC PREMIUM DEDUCTION                | 50134  |
| UNUM ELECTION FOR PORTABLE COVERAGE                          | 230-89 |
| CONTINUATION OF COVERAGE IN MEDICAL SPENDING ACCOUNT (COBRA) | 53512  |

# MEMBER ACCOUNT BALANCE OPTIONS



Effective July 1, 2005 through June 30, 2007

To be eligible for benefits listed on this sheet, you must terminate employment. The Administrative Code Chapter 71-02-01-01(24) states: "Termination of employment" means a severance of employment by not being on the payroll of a covered employer for a minimum of one month. Approved leave of absence does not constitute termination of employment.

#### **DEFINED BENEFIT PLAN:**

#### MEMBER ACCOUNT BALANCE

The member account balance consists of the monthly employee contributions, the vested portion of your employer contributions, and interest. This interest is compounded monthly up to the time you receive a refund/rollover of your account or begin receiving a monthly benefit. The interest paid on your account is based on a rate established by the NDPERS Board and builds on a tax deferred basis. If you take a refund or rollover, your retirement funds will not be available until you have been terminated for approximately 60-90 days, subject to tax notification requirements. See "Special Tax Notice Regarding Plan Payments".

#### REFUND/ROLLOVER

#### Option 1

You can choose to have your Member Account Balance paid directly to you. If you choose this option, only 80 percent of the taxable amount of your Member Account Balance is payable to you because NDPERS is required to withhold 20 percent of the payment for federal tax purposes. In addition, if you are under age 59 1/2, you may be subject to an additional 10 percent penalty for early withdrawal. If you choose this option, a "Refund/Rollover Kit SFN 53725" is required.

#### Option 2

You can choose to have all or a portion of your Member Account Balance directly rolled over into a traditional IRA or another employer plan. If you have all or a portion of the amount rolled over, any taxable amount not rolled over will automatically be mailed to you and subject to the taxes indicated in "Option 1". The portion rolled over is not taxed until you take it out of the traditional IRA or other employer plan. (NOTE: Be sure to check to see if the other employer plan will accept a rollover from a 401(a) plan and request a letter of acceptance be forwarded to NDPERS from the named financial institution). If any portion of your rollover includes non-taxable income, then the letter of acceptance is required before your request will be processed. If you choose this option, a "Refund/Rollover Kit SFN 53725" is required.

#### **Option 3**

Whether vested or not, you can leave your Member Account Balance intact with NDPERS and take a refund or rollover at a later date. If you elect to leave your Member Account Balance intact with NDPERS, then you must complete a "NDPERS Deferred Retirement Kit SFN 53724".

#### **Option 4** [This option is only available for vested members]

To be vested in a defined benefit program means that you have become legally entitled to a monthly benefit from NDPERS when you reach retirement age and terminate employment. Under NDPERS you become vested at the earlier of:

- Achieving 36 months (3 years) of service credit, or
- Attaining 65 years of age while employed.

You can elect a Deferred Vested Benefit. Under this option, you leave your account with NDPERS and elect to receive a monthly benefit at a later date. The earliest age a member can begin to receive a monthly benefit is age 55 or Rule of 85, whichever happens first. Under the Deferred Vested Benefit Option, monthly benefits must begin no later than age 65 or the Rule of 85, whichever happens first. Interest continues to compound on your Member Account Balance until you begin receiving a monthly benefit. If you choose this option you will need to complete a "NDPERS Deferred Retirement Kit SFN 53724".

If you are not vested and you do not indicate you wish to leave your account intact, you will be issued a **refund automatically** upon termination.

#### **DEFINED CONTRIBUTION PLAN:**

#### **Deferred Member Account Balance**

When you terminate employment you can apply to defer your entire vested Account balance. Under this option you leave your Account balance with the Trustee Company until you either take it out as a lump sum or periodic distribution. If you choose this option you and your employer must complete a "NDPERS Deferred Retirement Kit SFN 53724".

#### **Lump sum distributions**

If you elect this option, your entire vested Account balance will be paid to you as a lump-sum distribution. You may elect to roll this lump-sum distribution into a traditional IRA or another eligible employer plan. If you choose this option you will need to complete a "NDPERS Refund/Rollover Kit SFN 53725" and a "Fidelity Investments Distribution Kit".

#### Periodic distributions

If you elect this option, your vested Account balance will be paid to you in monthly, quarterly, semiannual, or annual periodic payments until your account is exhausted. If you choose this option you will need to complete a "NDPERS Retirement Kit SFN 53723" and a "Fidelity Investments Distribution Kit".

#### <u>Distributions will be subject to the following rules:</u>

#### 1.) Cash Distribution

Any taxable distribution paid by the Trustee Company directly to you will be subject to mandatory Federal income tax withholding of 20% of the requested distribution. You cannot elect out of this tax withholding but you can avoid it by electing a direct rollover distribution. This withholding is not a penalty but rather a prepayment of your Federal income taxes, although there may also be an IRS penalty assessed in certain circumstances. If you are under age 59 1/2 at the time the distribution occurs, you may

be subject to a 10% penalty at the time you file your income tax return for the year you took the distribution.

#### 2.) Direct Rollover Distribution

As an alternative to a cash distribution, you may request that your entire distribution be rolled directly into a Traditional IRA or another eligible employer's plan (if it accepts rollover contributions). Federal income taxes will not be withheld on any direct rollover distribution.

<u>a.)</u> Rollover to an IRA – You must complete a Qualified Plan Distribution Form and indicate the name and address of the custodian or trustee, and account number for your traditional IRA. After authorizing your distribution, NDPERS will forward the form to the Trustee Company. A check will be issued by the Trustee Company payable to the IRA custodian or trustee for your benefit. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the custodian or trustee. You must provide NDPERS with complete information to facilitate your direct rollover distribution.

#### b.) Rollover to Another Eligible Employer Plan -

You should check with your employer to determine if its plan will accept rollover contributions. If allowed, then you must complete a Qualified Plan Distribution Form and indicate the name, address and plan number of your employer's qualified plan. After authorizing your distribution, NDPERS will forward the form to the Trustee. A check will be issued by the Trustee Company payable to the trustee of your eligible employer plan. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the new trustee. You must provide NDPERS with complete information to facilitate your direct rollover distribution.

#### 3.) Combination Cash Distribution and Direct Rollover Distribution

You may request that part of your distribution be paid directly to you and the balance to be directly rolled into a traditional IRA or another eligible employer Plan. Any cash distribution you receive will be subject to the Federal income tax withholding rules referred to in the "Special Tax Notice Regarding Plan Payments" section of this kit.

You will pay income tax on the amount of any taxable distribution you receive from the Plan unless it is rolled into a traditional IRA or another eligible employer Plan. A 10% IRS premature distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another eligible plan. The 20% Federal income tax withheld under this section may not cover your entire income tax liability.

If your vested account balance is less than \$1,000, the entire amount will be **automatically distributed** to you unless you request in writing that the vested account balance remain in the Plan within 120 days after termination.

#### **DEFINED BENEFIT & DEFINED CONTRIBUTION:**

#### ADMINISTRATIVE REQUIREMENTS FOR REFUNDS/ROLLOVERS

Upon termination of employment, you and your employer must complete a "NDPERS Refund/Rollover Kit SFN 53725". Defined Contribution Plan members must also complete a "Fidelity Investments Distribution Kit".

**DEFINED BENEFIT PLAN:** Refunds and direct rollovers will not be issued until you have been off your employer's payroll system for approximately 60 to 90 days, subject to Federal and North Dakota State laws.

**DEFINED CONTRIBUTION PLAN:** Refunds and direct rollovers will not be issued until you have been off your employer's payroll system for approximately 45 to 60 days, subject to Federal and North Dakota State laws.

By receiving a refund/rollover distribution of your member account balance you forfeit all service credit to the date of the distribution, as well as:

- Retirement Benefits
- Disability Benefits
- Non-Vested Employer Contributions
- Retiree Health Credit
- Dakota Plan Health Insurance Coverage\*
- Dental Insurance Coverage\*
- Vision Insurance Coverage\*

Should you become re-employed with a participating employer before 31 days have expired, no refund or direct rollover will be issued and your retirement account will pick up where it left off with your previous employer, any NDPERS benefits available through your new employer will be reinstated at the same coverage levels as you had with your previous employer.

\* If the employee is participating in any of these benefits, COBRA continuation is available for 18 months following loss of coverage as an active employee.

Consult with your tax advisor for further details.

# SPECIAL TAX NOTICE REGARDING PLAN PAYMENTS



This notice contains important information you will need before you decide how to receive your benefits from the North Dakota Public Employees Retirement System, referred to as the "Plan".

This notice is provided by the North Dakota Public Employees Retirement System because all or part of the payment that you will soon receive from the Plan may be eligible for rollover to a traditional IRA or an eligible employer plan. A "traditional IRA" does not include a Roth IRA, SIMPLE IRA, or education IRA. An "eligible employer plan" includes a plan qualified under section 401(a) of the Internal Revenue Code, including a 401(k) plan, profit-sharing plan, defined benefit plan, stock bonus plan, and money purchase plan; a section 403(a) annuity plan; a section 403(b) tax-sheltered annuity; and an eligible section 457(b) plan maintained by a governmental employer (governmental 457 plan).

An eligible employer plan is not required to accept a rollover. Before you decide to roll over your payment to another employer plan, you should find out whether the plan accepts rollovers and, if so, the types of distributions it accepts as a rollover. You should also find out about any documents that are required to be completed before the receiving plan will accept a rollover. Even if a plan accepts rollovers, it might not accept rollovers of certain types of distributions, such as after-tax amounts. If this is the case, and your distribution includes after-tax amounts, you may wish instead to roll your distribution over to traditional IRA or split your rollover amount between the employer plan in which you participate and a traditional IRA. If an employer plan accepts your rollover, the plan may restrict subsequent distributions of the rollover amount or may require your spouse's consent for any subsequent distribution. A subsequent distribution from the plan that accepts your rollover may also be subject to different tax treatment than distributions from this Plan. Check with the administrator of the plan that is to receive your rollover prior to making the rollover.

If you have additional questions after reading this notice, you can contact the North Dakota Public Employees Retirement System at (701) 328-3900 or toll free (800) 803-7377.

#### **SUMMARY**

A payment from the Plan that is eligible for "rollover" can be taken in two ways. You can have <u>all or any portion of</u> your payment either **1) PAID IN A "DIRECT ROLLOVER"** or **2) PAID TO YOU**. A rollover is a payment of your Plan benefits to your traditional individual retirement arrangement (IRA) or to another employer plan. This choice will affect the tax you owe.

#### If you choose a **DIRECT ROLLOVER**:

- Your payment will not be taxed in the current year and no income tax will be withheld
- ◆ Your payment will be made directly to your traditional IRA or, if you choose, to another employer plan that accepts your rollover. Your Plan payment cannot be rolled over to a Roth IRA, a SIMPLE IRA, or an education IRA because these are not traditional IRAs.

♦ The taxable portion of your payment will be taxed later when you take it out of the traditional IRA or the employer plan. Depending on the type of plan, the later distribution may be subject to different tax treatment than it would be if you received a taxable distribution from this Plan.

If you choose to have your Plan benefits **PAID TO YOU**:

- You will receive only 80% of the payment, because the Plan administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes.
- ♦ The taxable amount of your payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59 1/2, you also may have to pay an additional 10% tax.
- ♦ You can roll over all or part of the payment by paying it to your traditional IRA or to another employer plan that accepts your rollover within 60 days of receiving the payment. The amount rolled over will not be taxed until you take it out of the traditional IRA or employer plan.
- ♦ If you want to roll over 100% of the payment to a traditional IRA or an employer plan, you must find other money to replace the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over.

#### Your Right to Waive the 30-Day Notice Period.

Generally, neither a direct rollover nor a payment can be made from the plan until at least 30 days after your receipt of this notice. Thus, after receiving this notice, you have at least 30 days to consider whether or not to have your withdrawal directly rolled over. If you do not wish to wait until this 30-day notice period ends before your election is processed, you may waive the notice period by making an affirmative election indicating whether or not you wish to make a direct rollover. Your withdrawal will then be processed in accordance with your election as soon as practical after it is received by the Plan administrator.

#### I. PAYMENTS THAT CAN AND CANNOT BE ROLLED OVER

Payments from the Plan may be "eligible rollover distributions". This means that they can be rolled over to a traditional IRA or to another employer plan that accepts rollovers. Payments from a plan cannot be rolled over to a Roth IRA, a SIMPLE IRA, or an education IRA. Your Plan administrator will be able to tell you what portion of your payment is an eligible rollover distribution.

**After-tax Contributions.** If you made after-tax contributions to the Plan, these contributions may be rolled over into either a traditional IRA or to certain employer plans that accept rollovers of after-tax contributions. The following rules apply:

a. <u>Rollover into a Traditional IRA.</u> You can roll over your after-tax contributions to a traditional IRA either directly or indirectly. Your plan administrator will be able to tell you how much of your payment is the taxable portion and how much is the after-tax portion.

If you roll over after-tax contributions to a traditional IRA, it is your responsibility to keep track of, and report to the Service on the applicable forms, the amount of

these after-tax contributions. This will enable the nontaxable amount of any future distributions from the traditional IRA to be determined.

Once you roll over your after-tax contributions to a traditional IRA, those amounts CANNOT later be rolled over to an employer plan.

b. Rollover into an Employer Plan. You can roll over after-tax contributions from an employer plan that is qualified under Code section 401(a) or a section 403(a) annuity plan to another such plan using a direct rollover if the other plan provides separate accounting for amounts rolled over, including separate accounting for the after-tax employee contributions and earnings on those contributions. You can also roll over after-tax contributions from a section 403(b) tax-sheltered annuity to another section 403(b) tax-sheltered annuity using a direct rollover if the other taxsheltered annuity provides separate accounting for amounts rolled over, including separate accounting for the after-tax employee contributions and earnings on those contributions. You CANNOT roll over after-tax contributions to a governmental 457 plan. If you want to roll over your after-tax contributions to an employer plan that accepts these rollovers, you cannot have the after-tax contributions paid to you first. You must instruct the Plan administrator of this Plan to make a direct rollover on your behalf. Also, you cannot first roll over after-tax contributions to a traditional IRA and then roll over that amount into an employer plan.

The following types of payments **cannot** be rolled over:

**Payments Spread Over Long Periods.** You cannot roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for

- ♦ your life expectancy, or
- your life expectancy and your beneficiary's life expectancies, or
- a period of ten years or more.

**Required Minimum Payments.** Beginning in the year you reach age 70 1/2 after you have terminated employment, a certain portion of your payment cannot be rolled over because it is a "required minimum payment" that must be paid to you under federal tax law.

#### II. DIRECT ROLLOVER

You can choose a direct rollover of all or any portion of your payment that is an "eligible rollover distribution", as described above. In a direct rollover, the eligible rollover distribution is paid directly from the Plan to a traditional IRA or another employer plan that accepts rollovers. If you choose a direct rollover, you are not taxed on a payment until you later take it out of the traditional IRA or the employer plan.

**Direct Rollover to a traditional IRA.** You can open a traditional IRA to receive the direct rollover. The term "IRA", as used in this notice, includes individual retirement accounts and individual retirement annuities. If you choose to have your payment made directly to a traditional IRA, contact a traditional IRA sponsor (usually a financial institution) to find out how to have your payment made in a direct

rollover to a traditional IRA at the institution. If you are unsure of how to invest your money, you can temporarily establish a traditional IRA to receive the payment. However, in choosing a traditional IRA, you may wish to consider whether the traditional IRA you choose will allow you to move all or a part of your payment to another traditional IRA at a later date, without penalties or other limitations. See IRS Publication 590, <u>Individual Retirement Arrangements</u>, for more information on traditional IRAs (including limits on how often you can roll over between IRAs).

**Direct Rollover to a New Employer's Plan.** If you are employed by a new employer that has an eligible employer plan, and you want a direct rollover to that plan, ask the administrator for that plan whether it will accept your rollover. A qualified employer plan is not legally required to accept a rollover. If your new employer's plan does not accept a rollover, you can choose a direct rollover to a traditional IRA. If the employer plan accepts your rollover, the plan may provide restrictions on the circumstances under which you may later receive a distribution of the rollover amount or may require spousal consent to any subsequent distribution. Check with the plan administrator of that plan before making your decision.

**Direct Rollover of a Series of Payments.** If you receive eligible rollover distributions that are paid in a series for less than ten years, your choice to make a direct rollover for a payment will apply to all later payments in the series until you change your election. You are free to change your election for any later payment in the series.

Change in Tax Treatment Resulting from a Direct Rollover. The tax treatment of any payment from the eligible employer plan or traditional IRA receiving your direct rollover might be different than if you received your benefit in a taxable distribution directly from the Plan. For example, if you were born before January 1, 1936, you might be entitled to ten-year averaging or capital gain treatment, as explained below.

However, if you have your benefit rolled over to a section 403(b) tax-sheltered annuity, a governmental 457 plan, or a traditional IRA in a direct rollover, your benefit will no longer be eligible for that special treatment. See the sections below entitled "Additional 10% Tax If You Are Under Age 59 1/2" and "Special Tax Treatment If You Were Born Before January 1, 1936."

#### III. PAYMENT PAID TO YOU

If you have the payment made to you, it is subject to 20% income tax withholding on the taxable portion. The payment is taxed in the year you receive it unless, within 60 days, you roll it over to a traditional IRA or another plan that accepts rollovers. If you do not roll it over, special rules may apply.

#### Income tax withholding

**Mandatory withholding.** If any portion of the payment to you is an eligible rollover distribution, the Plan is required by law to withhold 20% of that amount. This amount is sent to the IRS as income tax withholding. For example, if your eligible rollover distribution is \$10,000, only \$8,000 will be paid to you because the plan must withhold \$2,000 as income tax. However, when you prepare your income tax return for the year, you will report the full \$10,000 as a payment from the Plan. You will report the \$2,000 as tax withheld, and it will be credited against any income tax you owe for the year.

**Voluntary withholding.** If any portion of your payment is taxable but cannot be rolled over, the mandatory withholding rules described above do not apply. In this case, you may elect not to have withholding apply to that portion. If you do nothing, 10% will be taken out of this portion of your payment for federal income tax withholding. To elect out of withholding, ask the Plan administrator for the election form and related information.

**Sixty-Day Rollover Option.** If you have an eligible rollover distribution paid to you, you can still decide to roll over all or part of it to a traditional IRA or another employer plan that accepts rollovers. If you decide to roll over, <u>you must make the rollover within 60 days after you receive the payment</u>. The portion of your payment that is rolled over will not be taxed until you take it out of the traditional IRA or the employer plan.

You can roll over up to 100% of the eligible rollover distribution, including an amount equal to the 20% that was withheld. If you choose to roll over 100%, you must find other money within the 60-day period to contribute to the IRA or the employer plan to replace the 20% that was withheld. On the other hand, if you roll over only the 80% that you received, you will be taxed on the 20% that was withheld.

**Example:** Your eligible rollover distribution is \$10,000, and you choose to have it paid to you. You will receive \$8,000 and \$2,000 will be sent to the IRS as income tax withholding. Within 60 days after receiving the \$8,000, you may roll over the entire \$10,000 to an IRA or employer plan. To do this, you roll over the \$8,000 you received from the Plan, and you will have to find \$2,000 from other sources (your savings, a loan, etc.). In this case, the entire \$10,000 is not taxed until you take it out of the IRA or employer plan. If you roll over the entire \$10,000, when you file your income tax return you may get a refund of the \$2,000 withheld.

If, on the other hand, you roll over only \$8,000, the \$2,000 you did not roll over is taxed in the year it was withheld. When you file your income tax return you may get a refund of part of the \$2,000 withheld. (However, any refund is likely to be larger if you roll over the entire \$10,000.)

Additional 10% Tax If You Are Under Age 59 1/2. If you receive a payment before you reach 59 1/2 and you do not roll it over, then, in addition to the regular income tax, you may have to pay an extra tax equal to 10% of the taxable portion of the payment.

The additional 10% tax does not apply to your payment if it is [1] paid to you because you separated from service with your employer during or after the year you reach age 55, [2] paid because you retired due to disability, [3] paid to you as equal (or almost equal) payments over your life expectancy (or your and your beneficiary's life expectancies), [4] paid directly to the government to satisfy a federal tax levy, [5] paid to an alternate payee under a qualified domestic relations order, or [6] used to pay certain medical expenses. **See IRS Form 5329 for more information on the additional 10% tax.** 

The additional 10% tax will not apply to distributions from a governmental 457 plan, except to the extent the distribution is attributable to an amount you rolled over to that plan (adjusted for investment returns) from another type of eligible employer plan or IRA. Any amount rolled over from a governmental 457 plan to another type of eligible employer plan or to a traditional IRA will become subject to the additional 10% tax if it is distributed to you before you reach age 59 1/2, unless one of the exceptions applies.

**Special Tax Treatment If You Were Born Before January 1, 1936.** If your eligible rollover distribution is not rolled over, it will be taxed in the year you receive it. However, if it qualifies as a "lump sum distribution", it may be eligible for special tax treatment. A lump sum distribution is a payment, within one year, of your entire balance under the Plan (and certain other similar plans of the employer) that is payable to you because you have reached age 59 1/2 or have separated from service with your employer (or, in the case of a self-employed individual, because you have reached age 59 1/2 or have become disabled). For a payment to qualify as a lump sum distribution, you must have been a participant in the Plan for at least 5 years. The special tax treatment for lump sum distributions is described below.

**Ten-Year Averaging If You Were Born Before January 1, 1936.** If you receive a lump sum distribution and you were born before January 1, 1936, you can make a one-time election to figure tax on the payment by using "10-year averaging" (using 1986 tax rates). Ten-year averaging often reduces the tax you owe.

Capital Gain Treatment If You Were Born Before January 1, 1936. In addition, if you receive a lump sum distribution and you were born before January 1, 1936, you may elect to have the part of your payment that is attributable to your pre-1974 participation in the Plan (if any) taxed as long-term capital gain at a rate of 20%.

There are other limits on the special tax treatment for lump sum distributions. For example, you can generally elect this special tax treatment only once in your lifetime, and the election applies to all lump sum distributions that you receive in that same year. You may not elect this special tax treatment if you rolled amounts into this Plan from a 403(b) tax-sheltered annuity contract or from an IRA not originally attributable to a qualified employer plan. If you have previously rolled over a payment from the Plan (or certain other similar plans of the employer), you cannot use this special tax treatment for later payments from the Plan. If you rollover your payment to a traditional IRA, governmental 457 plan, or 403(b) tax-sheltered annuity, you will not be able to use this special tax treatment for later payments from the traditional IRA, plan or annuity. Also, if you roll over only a portion of your payment to a traditional IRA, governmental 457 plan, or 403(b) tax-sheltered annuity, this special tax treatment is not available for the rest of the payment. Additional restrictions are described in IRS FORM 4972, which has more information on lump sum distributions and how you elect the special tax treatment.

#### IV. SURVIVING SPOUSES, ALTERNATIVE PAYEES, AND OTHER BENEFICIARIES

In general, the rules summarized above that apply to payments to employees also apply to payments to surviving spouses of employees and to spouses or former spouses who are "alternate payees". You are an alternate payee if your interest in the Plan results from a "qualified domestic relations order", which is an order issued by a court, usually in connection with a divorce or legal separation.

If you are a surviving spouse or alternate payee, you may choose to have an eligible rollover distribution paid in a direct rollover to an IRA or to an eligible employer plan or paid to you. If you have the payments paid to you, you can keep it or roll it over yourself to an IRA or to an eligible employer plan. Thus, you have the same choices as the employee. If you are a beneficiary other than the surviving spouse, you **cannot** choose a direct rollover and you **cannot** roll over the payment yourself.

If you are a surviving spouse, an alternate payee, or another beneficiary, your payment is not subject to the additional 10% tax described in Section III above, even if you are younger than age 59 1/2.

If you are a surviving spouse, an alternate payee, or another beneficiary, you may be able to use the special tax treatment for lump sum distributions, as described in Section III above. If you receive a payment because of the employee's death, you may be able to treat the payments as a lump sum distribution if the employee met the appropriate age requirements, whether or not the employee had 5 years of participation in the Plan.

#### **HOW TO OBTAIN ADDITIONAL INFORMATION**

This notice summarizes only the federal (not state or local) tax rules that might apply to your payment. The rules described above are complex and contain many conditions and exceptions that are not included in this notice. Therefore, you may want to consult with a professional tax advisor before you take a payment of your benefits from the Plan. Also, you can find more specific information on the tax treatment of payments from qualified retirement plans in the IRS Publication 575, "Pension and Annuity Income", and IRS Publication 590, "Individual Retirement Arrangements". These publications are available from your local IRS office, on the IRS's Internet Web Site at www.irs.gov, or by calling 1-800-TAX-FORMS.

# **DAKOTA PLAN**



This contains information regarding your eligibility for the Dakota Plan and Dakota Retiree Plan. Both plans are underwritten by Blue Cross Blue Shield of North Dakota (BCBSND).

#### **COBRA COVERAGE**

If the **new** employer <u>does not</u> provide health insurance your NDPERS health coverage will end one month after your date of separation from employment. You and your covered dependents may apply for COBRA coverage within 60 days of your separation of employment if:

- ✓ If you, as an active employee, and your covered dependents were enrolled in the NDPERS health plan, and
- ✓ Neither you nor your covered dependents are eligible for Medicare.

You will have the option to continue COBRA coverage for a maximum period of 18 months. COBRA coverage will be terminated if:

- ✓ You or your covered dependents become eligible for an employer sponsored health plan
- ✓ Your or your eligible dependents become eligible for Medicare.

The following COBRA premiums are in effect through June 30, 2007:

|  | <u>Single</u>        | <u>Family</u> |
|--|----------------------|---------------|
| State Agencies   | <del>\$266.1</del> 8 | \$656.50      |
| Political Subdivisions, enrolled prior to July 1, 2005 | \$284.64             | \$702.01      |
| Political Subdivisions, enrolled after July 1, 2005    | \$287.27             | \$691.74      |
| EPO Only Groups, enrolled prior to July 1, 2005        | \$264.39             | \$652.26      |
| EPO Only Groups, enrolled after July 1, 2005           | \$267.44             | \$643.74      |

Late applications must include a check payable to NDPERS for the first months' premium. Applications received after the 60 day COBRA enrollment period will not be accepted.

Upon the completion of COBRA, you have the option to enroll under a conversion health plan. For details about the conversion option, contact BCBSND at 1-800-803-7377.

#### **EXTENDED COBRA**

#### **Disability**

A member or their dependent determined to have been disabled for Social Security purposes may extend the continuation of coverage to 29 months. If member or their dependent becomes disabled at any time during the first 60 days of COBRA continuation coverage the member <u>must</u> provide notice of such determination to NDPERS within 60 days after the date of any final determination of disability and before the end of the 18 month continution period.

#### Death

Continuation of coverage may be extended for a period up to 36 months for an eligible dependent.

#### CONTINUATION OF NDPERS HEALTH COVERAGE AFTER COBRA

Upon the completion of COBRA, to be eligible to continue the Dakota Plan or join the Dakota Retiree Plan if you must be receiving a "retirement allowance" from:

- North Dakota Public Employees Retirement System (NDPERS)
  - o Defined Benefit Plan
  - Defined Contribution Plan
- North Dakota Highway Patrol Retirement System (NDHPRS)
- ♦ Job Service Retirement Plan
- Teacher's Fund for Retirement (TFFR)
- Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF) (North Dakota University System only).

A member of certain Political Subdivisions, if enrolled in the Dakota Plan as an active employee, and:

 Receiving a "retirement allowance" from a NDPERS Board approved employer sponsored retirement plan, such as:

**o** 401(a) **o** 401(k) **o** 403(b) **o** 457

Health insurance enrollment information, rate information, and application forms will be provided in the Retirement Kit. Please contact the NDPERS office prior to making application for retirement benefits.

If you defer your retirement benefit or take a lump sum distribution of your retirement account, upon completion of COBRA, your coverage will end. You have the option to enroll under a conversion health plan directly through BCBSND. For details about the conversion option, contact BCBSND at 1-800-803-7377.

#### CANCELLATION OF HEALTH COVERAGE

If you wish to cancel your NDPERS health coverage you must submit a written request providing the contract holder's name, contract number and effective cancellation date. Cancellations will only be done at the end of the month. We cannot cancel your policy for a partial month or do a retroactive cancellation of a policy. NDPERS must receive your cancellation request by the 15<sup>th</sup> of the month prior to the effective cancellation date.

# **DAKOTA HEALTH PLAN FEATURES**



Underwritten by: BlueCross BlueShield of North Dakota

#### **Preferred Provider Organization (PPO)**

The Preferred Provider Organization (PPO) is a group of hospitals, clinics and physicians who have agreed to discount their services to members of NDPERS. You have "freedom of choice" in selecting which physician or medical facility to use for services. No referral is needed. If you choose a provider who participates in the PPO program, you will have lower out-of-pocket expenses. PPO benefits are only available in the State of North Dakota, unless the medical facility provides services at a satellite location in another State.

#### **Exclusive Provider Organization (EPO)**

The Exclusive Provider Organization (EPO) is a managed care program and encourages the use of a Primary Care Physician. You and each of your eligible family members may use any Primary Care Physician affiliated with your designated EPO provider. You may change your Primary Care Physicians at any time. The medical practices included under primary care are: General/Family Practice, Obstetrics/Gynecology, Pediatrics and Internal Medicine. If you enroll in the EPO you will have lower out-of-pocket expenses for annual deductibles and reduced copayments for office visits and diagnostic services. Your affiliation is for one year. The plan year runs from July 1 through June 30 of the following year.

| Plan Features:  | Basic<br>(Self<br>Referral or<br>Out-of-<br>State) | PPO    | EPO*   |
|---|--|--------|--------|
| Deductible for All Services   |  |        |        |
| -Per Person   | \$250  | \$250  | \$100  |
| -Per Family   | \$750  | \$750  | \$300  |
| Copayment for Physician Office Visits (no limit)                          | \$ 25  | \$ 20  | \$ 15  |
| Copayment for Emergency Room  | \$ 50  | \$ 50  | \$ 50  |
| Coinsurance on all covered services <b>EXCEPT</b> Physician Office Visits | 75/25  | 80/20  | 85/15  |
| Annual Coinsurance Maximum  |  |        |        |
| -Individual   | \$1250   | \$750  | \$500  |
| -Family   | \$2500   | \$1500 | \$1000 |
| Out-of-Pocket Maximums (Deductible and Coinsurance)**                     |  |        |        |
| -Individual   | \$1500   | \$1000 | \$600  |
| -Family   | \$3250   | \$2250 | \$1300 |

#### **DISEASE MANAGEMENT PROGRAM**

A disease management program is offered through BCBSND. Please contact the BCBSND service unit at 1-800-223-1704.

#### **MEMBER REBATE ACCOUNTS**

Member rebate accounts for rebates on prescription drugs. Please contact the BCBSND service unit at 1-800-223-1704.

#### **DEDUCTIBLE AND COINSURANCE**

Deductible, copayments, and coinsurance maximums accrue on a "Calendar-Year" basis, January 1 - December 31

| Prescription Formulary Generic Drug   |      |      |      |
|---|------|------|------|
| -Copayment  | \$5  | \$5  | \$5  |
| - Coinsurance (\$1,000 maximum per person per benefit period, covered at 100% after \$1,000 maximum is met) | 15%  | 15%  | 15%  |
| Prescription Formulary Brand-Name Drug***   |      |      |      |
| -Copayment  | \$15 | \$15 | \$15 |
| - Coinsurance (\$1,000 maximum per person per benefit period, covered at 100% after \$1,000 maximum is met) | 25%  | 25%  | 25%  |
| Prescription Non-Formulary Drug   |      |      |      |
| -Copayment  | \$25 | \$25 | \$25 |
| -Coinsurance  | 50%  | 50%  | 50%  |

<sup>\*\*\*</sup> For each 34-day supply or 100 units of an authorized maintenance drug or non-prescription diabetic supplies

#### **MAIL ORDER PRESCRIPRION DRUGS:**

Please contact BCBSND at 1-800-223-1704 regarding the mail order prescription plan.

<sup>\*</sup>Out-of-network coverage is at the Basic level.

<sup>\*\*</sup>Office visit and emergency room copayments and prescription drug copayments and coinsurance are additional

#### PREVENTIVE SCREENING SERVICES- PPO/BASIC COVERAGE

| PREVENTATIVE SCREENING                                   |   |  |  |
|--|---|--|--|
| Members Age and Benefits Schedule                        | PPO and Basic   |  |  |
| Members age 19 – 39 receive once every five (5) years    | Fecal Occult Blood Testing, Total Serum<br>Cholesterol Testing, Blood Sugar Testing |  |  |
| Members age 40 – 49 receive once every two (2) years     | Fecal Occult Blood Testing  |  |  |
| Members age 40 – 64 receive once every two (2) years     | Total Serum Cholesterol Testing, Blood<br>Sugar Testing                             |  |  |
| Members age 50 and older receive once per benefit period | Fecal Occult Blood Testing  |  |  |
| Members age 65 and older receive once per benefit period | Total Serum Cholesterol Testing, Blood<br>Sugar Testing                             |  |  |

### PREVENTIVE SCREENING SERVICES- EPO/BASIC COVERAGE

| PREVENTATIVE SCREENING                                   |   |                 |  |  |
|--|---|-----------------|--|--|
| Members Age and Benefits<br>Schedule                     | <b>EPO</b> (Benefits Allowed at 100%)   | Self - Referral |  |  |
| Regardless of age receive once per benefit period        | TB Test   | No Coverage     |  |  |
| Members age 19 – 39 receive once every five (5) years    | Fecal Occult Blood Testing,<br>Total Serum Cholesterol<br>Testing, Blood Sugar Testing,<br>Prostate Specific Antigen<br>(PSA), Hemoglobin and<br>Urinalysis, One Office Visit | No Coverage     |  |  |
| Members age 40 – 49 receive once every two (2) years     | Fecal Occult Blood Testing  | No Coverage     |  |  |
| Members age 40 – 64 receive once every two (2) years     | Total Serum Cholesterol<br>Testing, Blood Sugar Testing,<br>Hemoglobin and Urinalysis,<br>One Office Visit  | No Coverage     |  |  |
| Members age 50 and older receive once per benefit period | Fecal Occult Blood Testing  | No Coverage     |  |  |
| Members age 65 and older receive once per benefit period | Total Serum Cholesterol Testing, Blood Sugar Testing, Hemoglobin and Urinalysis, One Office Visit, Influenza Viral Vaccine & Pneumovax  | No Coverage     |  |  |

#### **DEFINITIONS**

**CLASS OF COVERAGE** - the type of coverage the Subscriber is enrolled under, identifying who is eligible to receive benefits for Covered Services under this Benefit Plan. Classes of Coverage are as follows:

- A. Single Coverage Subscriber only.
- B. Family Coverage Subscriber and Eligible Dependents.

**ELIGIBLE DEPENDENT** - a dependent of the Subscriber who qualifies for membership under this Benefit Plan in accordance with the requirements specified below:

- A. The Subscriber's spouse under a legally existing marriage between persons of the opposite sex.
- B. The Subscriber's or the Subscriber's living, covered spouse's unmarried children under the age of 23 years who are financially dependent on the Subscriber or the Subscriber's spouse. Children are considered under age 23 until the end of the month in which the child becomes 23 years of age. The term child or children includes:
  - 1. Children physically placed with the Subscriber for adoption or whom the Subscriber or the Subscriber's living, covered spouse has legally adopted.
  - 2. Children living with the Subscriber for whom the Subscriber or the Subscriber's living, covered spouse has been appointed legal guardian by court order.
  - 3. The Subscriber's grandchildren or those of the Subscriber's living, covered spouse if: (a) the parent of the grandchild is a covered Eligible Dependent under this Benefit Plan and (b) both the parent and the grandchild are primarily dependent on the Subscriber for support. If a lapse in coverage occurs due to ineligibility of the parent under this Benefit Plan, the grandchild cannot be reenrolled unless the Subscriber has been appointed legal guardian.
  - 4. Children for whom the Subscriber or the Subscriber's living, covered spouse are required by court order to provide health benefits.
  - 5. Children beyond the age of 23 who are full-time students at accredited institutions who are financially dependent on the Subscriber or the Subscriber's spouse. Coverage in such cases will be continued only until the end of the month in which the child becomes 26 years of age.
  - 6. Children beyond the age of 23 who are incapable of self support because of mental retardation or physical handicap that began before the child attained age 23 and who are primarily dependent on the Subscriber or the Subscriber's spouse for support. Coverage for such a disabled child will continue for as long as the child remains unmarried, disabled and the Subscriber's dependent for federal income tax purposes. The Subscriber may be asked periodically to provide evidence satisfactory to BCBSND of these disabilities.

A Member will in no event be an Eligible Dependent of more than one employee. A dependent of an employee will not be eligible if that dependent is also an employee.

**MEMBER** - the Subscriber and, if another Class of Coverage is in force, the Subscriber's Eligible Dependents.

**PAY STATUS** - a Subscriber/surviving spouse receiving a retirement allowance from an eligible retirement plan.

RETIREE – a Subscriber receiving a monthly retirement allowance pursuant to chapter 54-52.

**RETIREMENT** - the acceptance of a retirement allowance upon either termination of employment or termination of participation in the retirement plan and meeting the normal retirement date.

**RETIREMENT ALLOWANCE**- a reoccurring, periodic benefit from an eligible employer sponsored retirement plan.

**SURVIVING SPOUSE** - a legal spouse of the deceased member.

**SUBSCRIBER** - the individual whose application for membership has been accepted, whose coverage is in force with BCBSND and in whose name the Identification Card and Benefit Plan Attachment are issued.

# LIFE INSURANCE CONTINUATION



#### **CONVERSION RIGHTS**

If you participate in the NDPERS group life insurance plan as an active employee, you or your insured dependent may convert this insurance to an individual life insurance policy if you are no longer actively at work.

You or your insured dependent may convert this insurance by applying and paying the first premium for an individual policy within 31 days after any part of your or your insured dependent's insurance stops.

The Prudential Insurance Company of America or the Policyholder must be notified by completing a Application for Conversion of Group Life Insurance Form.

#### **Type of Converted Policy**

You or your insured dependent may purchase any individual nonparticipating policy offered by the Prudential Insurance Company of America, except term insurance. The new policy must provide for a level amount of insurance and have premiums at least equal to those of the Prudential Insurance Company of America's whole life plan with the lowest premium.

Refer to your Certificate of Insurance for further details on the Life Insurance benefits.

Converting
Group Term
Life Insurance
to Individual
Insurance



# **Converting Group Term Life Insurance to Individual Insurance**

A Prudential representative can assist you, without cost or obligation, with the conversion process and answer any questions you may have. If you do not have a Prudential representative currently handling your insurance and financial needs, you can locate the Prudential office most convenient to you in the telephone directory or through our website, www.prudential.com/giconversions.

Under the terms of your group life policy, some or all of your insurance coverage may be converted to permanent insurance. Please carefully read the provisions in your booklet/certificate which describe your conversion privilege, if any.

If you were insured for accidental death benefits (ADB) under the group plan, you may be eligible to add an accidental death benefit rider to the conversion policy. Subject to approval by Prudential, the amount of ADB is equal to the amount of life insurance coverage you are converting and may be included in policies issued at age 70 and under. The ADB is available for amounts between \$25,000 and \$500,000. Conversion Rates are shown in the Rates Tables under the heading "With ADB".

### **Instructions**

You should submit your application and first premium within the 31-day period specified in your booklet/certificate.

Premium rates for the Prudential Guaranteed Life Insurance policy are included in this brochure. These are standard rates per \$1,000 of insurance and apply to most individuals who are converting. The right to convert to a Prudential Guaranteed Life Insurance policy is guaranteed provided the terms as described in your booklet/certificate are met.

Servicemembers/Reservists: If you wish to convert Servicemembers' Group Life Insurance (SGLI) to a Prudential individual life insurance policy, you must submit your application, first month's premium, the letter you received from the Office of Servicemembers' Group Life Insurance, and the proof of SGLI as defined in the above mentioned letter to a Prudential office within 120 days of your release from uniformed service or release from assignment to the Ready Reserves.

**Veterans:** If you wish to convert Veterans' Group Life Insurance (VGLI) to a Prudential individual life insurance policy, you must submit your application, first month's premium, and your VGLI Conversion Notice, SGL 183, to a Prudential office.

Like most insurance policies, Prudential policies contain exclusions, limitations, reductions of benefits, and terms for keeping them in force. A Prudential representative can provide you with costs and complete details.

ALL CONVERSION APPLICATIONS MUST BE ACCOMPANIED BY AN AMOUNT LARGE ENOUGH TO PAY THE ENTIRE FIRST PREMIUM.

#### **How to Calculate Prudential Premiums**

Premiums are payable annually, quarterly, or by pre-authorized monthly check draft (Prumatic). The mode of payment selected must produce a minimum premium of at least \$15.00.

Use standard rates per \$1,000 shown in this brochure. After determining the premium for the amount of insurance being converted, add the following policy constant to obtain the premium for the policy:

\$85.00 for annual mode of payment, \$23.00 for quarterly mode of payment, \$ 8.00 for Prumatic mode of payment.

This example illustrates a premium calculation for a \$25,000 Prudential Guaranteed Life Insurance policy for someone who is 40 years old. The payment mode is quarterly.

- 1. The rate per \$1,000 with ADB for a quarterly payment shown on page 6 is \$4.18.
- 2. Multiply the amount of insurance being converted (i.e., the number of \$1,000 units) by the rate per \$1,000 and add the quarterly policy constant:

 $25 \times \$4.18 = \$104.50 + \$23.00 = \$127.50$ 

When requesting information, please state your date of birth, your group policy number, and the name of the organization through which your group insurance was obtained.

2

## **Policy Description**

The following is a brief description of the policy available as a conversion for which rates are included in this brochure. Additional information regarding the policy described below may be obtained from a Prudential representative.

#### **Prudential Guaranteed Life Insurance**

Prudential Guaranteed Life Insurance is a whole life product with a guaranteed cash value and a guaranteed death benefit for the lifetime of the insured, provided premiums are paid when due and there are no outstanding loans or withdrawals. The face amount is payable at death.

The basic premiums are level and payable to the policy anniversary when the insured is age 85, or until death, if earlier. If the insured survives the premium payment period, the policy is continued with no further premium required. Prudential Guaranteed Life Insurance is a non-participating policy, which means dividends will <u>not</u> be paid on the policy.

#### Prudential Guaranteed Life (For Policies \$1-\$24,999)

Standard rates per \$1,000 - A policy constant must be added to the total premium. Please refer to the section "HOW TO CALCULATE PRUDENTIAL PREMIUMS"

| AGE      | ANNUAL         | QUARTERLY      | PRUMATIC     |
|----------|----------------|----------------|--------------|
| LAST     | Rate per       | Rate per       | Rate per     |
| BIRTHDAY | thousand       | thousand       | thousand     |
| 15       | 2.66           | 0.70           | 0.24         |
| 16<br>17 | 2.83<br>3.00   | 0.75<br>0.80   | 0.25<br>0.27 |
| 18       | 3.19           | 0.85           | 0.28         |
| 19       | 3.39           | 0.90           | 0.30         |
| 20<br>21 | 3.59<br>3.81   | 0.95<br>1.01   | 0.32<br>0.34 |
| 22       | 4.04           | 1.07           | 0.34         |
| 23       | 4.27           | 1.13           | 0.38         |
| 24       | 4.54           | 1.20           | 0.40         |
| 25<br>26 | 4.81<br>5.07   | 1.27<br>1.34   | 0.43<br>0.45 |
| 27       | 5.34           | 1.42           | 0.48         |
| 28       | 5.63           | 1.49           | 0.50         |
| 29       | 5.93           | 1.57           | 0.53         |
| 30<br>31 | 6.26<br>6.62   | 1.66<br>1.75   | 0.56<br>0.59 |
| 32       | 6.99           | 1.85           | 0.62         |
| 33       | 7.38           | 1.96           | 0.66         |
| 34       | 7.80           | 2.07           | 0.69         |
| 35<br>36 | 8.24<br>8.75   | 2.18<br>2.32   | 0.73<br>0.78 |
| 37       | 9.30           | 2.46           | 0.83         |
| 38       | 9.87           | 2.62           | 0.88         |
| 39       | 10.48          | 2.78           | 0.93         |
| 40<br>41 | 11.13<br>11.81 | 2.95<br>3.13   | 0.99<br>1.05 |
| 42       | 12.53          | 3.32           | 1.12         |
| 43       | 13.29          | 3.52           | 1.18         |
| 44       | 14.09          | 3.73           | 1.25         |
| 45<br>46 | 14.94<br>15.77 | 3.96<br>4.18   | 1.33<br>1.40 |
| 47       | 16.65          | 4.41           | 1.48         |
| 48       | 17.57          | 4.66           | 1.56         |
| 49       | 18.55          | 4.92           | 1.65         |
| 50<br>51 | 19.57<br>20.71 | 5.19<br>5.49   | 1.74<br>1.84 |
| 52       | 21.93          | 5.81           | 1.95         |
| 53       | 23.23          | 6.16           | 2.07         |
| 54       | 24.63          | 6.53           | 2.19         |
| 55<br>56 | 26.10<br>27.71 | 6.92<br>7.34   | 2.32<br>2.47 |
| 57       | 29.50          | 7.82           | 2.63         |
| 58       | 31.45          | 8.33           | 2.80         |
| 59       | 33.62          | 8.91           | 2.99         |
| 60<br>61 | 36.00<br>38.47 | 9.54<br>10.19  | 3.20<br>3.42 |
| 62       | 41.17          | 10.91          | 3.66         |
| 63       | 44.17          | 11.71          | 3.93         |
| 64       | 47.45          | 12.57          | 4.22         |
| 65<br>66 | 50.45<br>53.98 | 13.37<br>14.30 | 4.49<br>4.80 |
| 67       | 57.96          | 15.36          | 5.16         |
| 68<br>69 | 62.51<br>67.84 | 16.57          | 5.56<br>6.04 |
| 69<br>70 | 67.84          | 17.98          | 6.04         |
| 70<br>71 | 72.62<br>78.11 | 19.24<br>20.70 | 6.46<br>6.95 |
| 72       | 84.23          | 22.32          | 7.50         |
| 73<br>74 | 91.13<br>99.04 | 24.15<br>26.25 | 8.11<br>8.81 |
| 75       | 108.29         | 28.70          | 9.64         |
| ,,,      | 100.23         | 20.70          | J.04         |

<sup>\*</sup>ADB is not available with face amounts of less than \$25,000. These rates are effective 12/18/01 and are subject to change at Prudential discretion.

#### Prudential Guaranteed Life (For Policies \$25,000-\$99,999)

Standard rates per \$1,000 - A policy constant must be added to the total premium. Please refer to the section "HOW TO CALCULATE PRUDENTIAL PREMIUMS"

#### QUARTERLY AGE ΔΝΝΙΙΔΙ PRLIMATIC LAST With With W/O With W/O W/O **BIRTHDAY** ADB ADB ADB ADB ADB 15 4.87 5.67 1.29 1.50 0.43 0.50 16 5.09 5.89 1.35 1.56 0.45 0.52 17 5.33 6.13 1.41 1.62 0.47 0.54 18 5.57 6.36 1.48 1.69 0.50 0.57 19 5.80 6.57 1.54 1.74 0.52 0.59 20 6.03 6.79 1.60 1.80 0.54 0.61 21 6.29 7.04 1.67 1.87 0.56 0.63 22 6.58 7.32 1.74 1.94 0.59 0.66 23 6.87 7.60 1.82 2.01 0.61 0.68 24 7.18 7.90 1.90 2 09 0.64 0.70 25 7.52 8.24 1.99 2.18 0.67 0.73 26 7.83 8.56 2.07 0.77 2.26 0.70 27 8.17 8.91 2.17 2.37 0.73 0.80 28 8.52 9.27 2.26 2.46 0.76 0.83 29 8.90 9.66 2.36 2.56 0.79 0.86 30 9.29 10.06 2.46 2.66 0.83 0.90 31 9 72 10.50 2 58 2 79 0.87 0.94 10.96 32 10.17 2.70 0.91 0.98 2.91 33 0.95 1.02 10.62 11.43 2.81 3.02 34 2.95 3.17 0.99 11.12 11.95 1.06 35 11.63 12.47 3.08 3.30 1.04 1.11 36 12.22 13.08 3.24 3.47 1.09 1.17 37 12.84 13.72 3.40 3.63 1.14 1.22 38 13.47 14.37 3.57 3.81 1.20 1.28 39 14.14 15.06 3.75 3 99 1 26 1 34 40 14.84 15.79 3.93 4.18 1.32 1.40 41 15.57 16.54 4.13 4.39 1.39 1.48 42 16.35 17.35 4.33 4.60 1.46 1.55 43 17.16 18.19 4.55 4.82 1.53 1.62 44 18.01 19.07 4.77 5.05 1.60 1.69 45 18 90 19 99 5 01 5 30 1 68 1 78 46 19.80 20.92 5.25 5.55 1.76 1.86 47 20.73 21.89 5.49 5.80 1.84 1.94 48 21.71 22.90 5.75 6.07 1.93 2.04 49 22.74 23.97 6.36 2.02 2.13 6.03 50 23.80 25.08 6.31 6.65 2.12 2.23 51 25.00 26.32 6.63 6.98 2.23 2.35 52 26.26 27.63 6.96 7.32 2.34 2.46 53 27.63 29.06 7.32 7.70 2.46 2.59 7.70 2.59 2.72 54 29.07 30.56 8.09 30.60 32.15 8.52 2.72 2.86 55 8.11 56 32.15 33.77 8.52 8.95 2.86 3.00 57 33.90 35.60 8.98 9.43 3.02 3.17 58 35.80 37 58 9 49 9 96 3.19 3 35 59 37.90 39 77 10 04 10.54 3 37 3 54 60 40.20 42.16 10.65 11.17 3.58 3.75 61 42.54 44.61 11.27 11.82 3.79 3.97 62 45.12 47.30 11.96 12.54 4.02 4.21 47.96 4.27 4.48 63 50.27 12.71 13.32 64 51.07 53.52 13.53 14.18 4.55 4.77 65 53.82 56.42 14.26 14.95 4.79 5.02 66 57.91 60.68 15.35 16.08 5.15 5.40 65.44 67 62.49 16.56 17.34 5.56 5.82 68 67.75 70.92 17.95 18.79 6.03 6.31 69 73.91 77.32 19.59 20.49 6.58 6.88 70 79.48 83.16 21.06 22.04 7.07 7.40 71 85.89 0.00 22.76 0.00 7.64 0.00 72 93.06 0.00 24.66 0.00 8.28 0.00 73 101 13 0.00 26.80 0.00 9.00 0.00 74 110.40 9.83 0.00 0.00 29.26 0.00 75 121.24 0.00 32.13 0.00 10.79 0.00

#### Prudential Guaranteed Life (For Policies \$100,000 and up)

Standard rates per \$1,000 - A policy constant must be added to the total premium. Please refer to the section "HOW TO CALCULATE PRUDENTIAL PREMIUMS"

| AGE ANNUAL QUARTERLY PRUMATIC |                |                |                |                |              |              |
|-------------------------------|----------------|----------------|----------------|----------------|--------------|--------------|
| AGE<br>LAST                   |                |                |                |                |              |              |
| BIRTHDAY                      | W/O<br>ADB     | With<br>ADB    | W/O<br>ADB     | With<br>ADB    | W/O<br>ADB   | With<br>ADB  |
| 15                            | 4.61           | 5.41           | 1.22           | 1.43           | 0.41         | 0.48         |
| 16                            | 4.84           | 5.64           | 1.28           | 1.49           | 0.43         | 0.50         |
| 17                            | 5.07           | 5.87           | 1.34           | 1.55           | 0.45         | 0.52         |
| 18                            | 5.30           | 6.09           | 1.40           | 1.61           | 0.47         | 0.54         |
| 19                            | 5.54           | 6.31           | 1.47           | 1.67           | 0.49         | 0.56         |
| 20                            | 5.77           | 6.53           | 1.53           | 1.73           | 0.51         | 0.58         |
| 21                            | 6.03           | 6.78           | 1.60           | 1.80           | 0.54         | 0.61         |
| 22                            | 6.30           | 7.04           | 1.67           | 1.87           | 0.56         | 0.63         |
| 23<br>24                      | 6.60<br>6.91   | 7.33<br>7.63   | 1.75<br>1.83   | 1.94<br>2.02   | 0.59<br>0.61 | 0.66<br>0.67 |
| 25                            | 7.25           | 7.97           | 1.92           | 2.11           | 0.65         | 0.71         |
| 26                            | 7.53           | 8.26           | 2.00           | 2.19           | 0.67         | 0.74         |
| 27                            | 7.84           | 8.58           | 2.08           | 2.28           | 0.70         | 0.77         |
| 28                            | 8.16           | 8.91           | 2.16           | 2.36           | 0.73         | 0.80         |
| 29                            | 8.50           | 9.26           | 2.25           | 2.45           | 0.76         | 0.83         |
| 30                            | 8.85           | 9.62           | 2.35           | 2.55           | 0.79         | 0.86         |
| 31                            | 9.25           | 10.03          | 2.45           | 2.66           | 0.82         | 0.89         |
| 32                            | 9.64           | 10.43          | 2.55           | 2.76           | 0.86         | 0.93         |
| 33                            | 10.05          | 10.86          | 2.66           | 2.87           | 0.89         | 0.96         |
| 34                            | 10.49          | 11.32          | 2.78           | 3.00           | 0.93         | 1.00         |
| 35                            | 10.96          | 11.80          | 2.90           | 3.12           | 0.98         | 1.05         |
| 36                            | 11.51          | 12.37          | 3.05           | 3.28           | 1.02         | 1.10         |
| 37                            | 12.07          | 12.95          | 3.20           | 3.43           | 1.07         | 1.15         |
| 38                            | 12.66          | 13.56          | 3.35           | 3.59           | 1.13         | 1.21         |
| 39                            | 13.28          | 14.20          | 3.52           | 3.76           | 1.18         | 1.26         |
| 40                            | 13.93          | 14.88          | 3.69           | 3.94           | 1.24         | 1.32         |
| 41                            | 14.60          | 15.57          | 3.87           | 4.13           | 1.30         | 1.39         |
| 42                            | 15.33          | 16.33          | 4.06           | 4.33           | 1.36         | 1.45         |
| 43<br>44                      | 16.07<br>16.85 | 17.10<br>17.91 | 4.26<br>4.47   | 4.53<br>4.75   | 1.43<br>1.50 | 1.52<br>1.59 |
| 45                            | 17.67          | 18.76          | 4.68           | 4.97           | 1.57         | 1.67         |
| 46                            | 18.50          | 19.62          | 4.90           | 5.20           | 1.65         | 1.75         |
| 47                            | 19.38          | 20.54          | 5.14           | 5.45           | 1.72         | 1.82         |
| 48                            | 20.29          | 21.48          | 5.38           | 5.70           | 1.81         | 1.92         |
| 49                            | 21.25          | 22.48          | 5.63           | 5.96           | 1.89         | 2.00         |
| 50                            | 22.23          | 23.51          | 5.89           | 6.23           | 1.98         | 2.09         |
| 51                            | 23.36          | 24.68          | 6.19           | 6.54           | 2.08         | 2.20         |
| 52                            | 24.54          | 25.91          | 6.50           | 6.86           | 2.18         | 2.30         |
| 53                            | 25.81          | 27.24          | 6.84           | 7.22           | 2.30         | 2.43         |
| 54                            | 27.16          | 28.65          | 7.20           | 7.59           | 2.42         | 2.55         |
| 55                            | 28.58          | 30.13          | 7.57           | 7.98           | 2.54         | 2.68         |
| 56<br>57                      | 29.96          | 31.58          | 7.94           | 8.37           | 2.67         | 2.81         |
| 57<br>E0                      | 31.51          | 33.21          | 8.35<br>8.80   | 8.80           | 2.80         | 2.95         |
| 58<br>59                      | 33.20<br>35.07 | 34.98<br>36.94 | 9.29           | 9.27<br>9.79   | 2.95<br>3.12 | 3.11<br>3.29 |
| 60                            | 37.09          | 39.05          | 9.83           | 10.35          | 3.30         | 3.47         |
| 61                            | 39.17          | 41.24          | 10.38          | 10.93          | 3.49         | 3.67         |
| 62                            | 41.43          | 43.61          | 10.98          | 11.56          | 3.69         | 3.88         |
| 63                            | 43.94          | 46.25          | 11.64          | 12.25          | 3.91         | 4.12         |
| 64                            | 46.68          | 49.13          | 12.37          | 13.02          | 4.15         | 4.37         |
| 65                            | 49.09          | 51.69          | 13.01          | 13.70          | 4.37         | 4.60         |
| 66                            | 52.79          | 55.56          | 13.99          | 14.72          | 4.70         | 4.95         |
| 67                            | 56.95          | 59.90          | 15.09          | 15.87          | 5.07         | 5.33         |
| 68<br>69                      | 61.71<br>67.29 | 64.88<br>70.70 | 16.35<br>17.83 | 17.19<br>18.73 | 5.49<br>5.99 | 5.77<br>6.29 |
|                               |                |                |                |                |              |              |
| 70<br>71                      | 72.33<br>78.15 | 76.01<br>0.00  | 19.17<br>20.71 | 20.15<br>0.00  | 6.44<br>6.96 | 6.77<br>0.00 |
| 71 72                         | 84.64          | 0.00           | 20.71          | 0.00           | 7.53         | 0.00         |
| 73                            | 91.98          | 0.00           | 24.37          | 0.00           | 8.19         | 0.00         |
| 74                            | 100.40         | 0.00           | 26.61          | 0.00           | 8.94         | 0.00         |
| 75                            | 110.25         | 0.00           | 29.22          | 0.00           | 9.81         | 0.00         |
|                               |                | 5.00           |                | 0.00           | 0.51         | 0.00         |

Group Basic and Optional Term Life Insurance coverages are issued by The Prudential Insurance Company of America, a New Jersey company, 751 Broad Street, Newark, NJ 07102-3777. The Prudential Insurance Company of America is a Prudential Financial company. Prudential Financial is a service mark of The Prudential Insurance Company of America, 751 Broad Street, Newark, NJ 07102, USA, and its affiliates. (Contract Series 83500) www.prudential.com. California COA # 1179, NAIC #68241.

INST-A012071 Ed. 3/2003 NGEN



# PLEASE CONTACT NDPERS TO REQUEST THE PRUDENTIAL APPLICATION FOR CONVERSION OF GROUP LIFE INSURANCE.

#### THIS PAGE INTENTIONALLY LEFT BLANK



## **DENTAL COVERAGE**



#### COBRA COVERAGE

If the **new** employer does not provide dental insurance your NDPERS dental coverage will end upon your of separation from employment. You and your covered dependents may apply for COBRA coverage within 60 days of your separation of employment if:

✓ If you, as an active employee, and your covered dependents were enrolled in the NDPERS dental plan, and

You will have the option to continue COBRA coverage for a maximum period of 18 months. COBRA coverage will be terminated if:

✓ You or your covered dependents become eligible for an employer sponsored dental plan

The following COBRA premiums are in effect through December 31, 2006:

| Individual Only           | \$ 34.21 |
|---------------------------|----------|
| Individual and Spouse     | \$ 65.88 |
| Individual and Child(ren) | \$ 76.73 |
| Family                    | \$108.43 |

Late applications must include a check payable to NDPERS for the first months' premium. Applications received after the 60 day COBRA enrollment period will not be accepted.

#### CONTINUATION OF NDPERS DENTAL COVERAGE AFTER COBRA

Upon the completion of COBRA, to be eligible to continue the dental plan you must be receiving a "retirement allowance" from:

- North Dakota Public Employees Retirement System (NDPERS)
  - o Defined Benefit Plan
  - Defined Contribution Plan
- North Dakota Highway Patrol Retirement System (NDHPRS)
- Job Service Retirement Plan
- Teacher's Fund for Retirement (TFFR)
- Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF) (North Dakota University System only).

Dental insurance enrollment information, rate information, and application forms will be provided in the Retirement Kit. Please contact the NDPERS office prior to making application for retirement benefits.

If you defer your retirement benefit or take a lump sum distribution of your retirement account, upon completion of COBRA, your coverage will end.

#### **PLAN HIGHLIGHTS**

The dental services covered by this insurance are divided into four main categories shown below. This dental summary of benefits is intended to describe only a general outline of the plan of benefits and does not represent the actual terms and conditions of the Policy.

#### Dental Plan \$1,000 maximum annual benefit per person.

| SERVICE   | DEDUCTIBLE        | COINSURANCE | WAITING<br>PERIOD |
|---|-------------------|-------------|-------------------|
| Preventive and diagnostic treatment (cleaning & x-rays, every 6 months) | \$10.00*          | 100%        | None              |
| Basic treatment<br>(fillings, oral surgery,<br>periodonics)             | \$50 per person** | 80%         | 6 months          |
| Major treatment<br>(Crowns, bridges, dentures)                          | \$50 per person** | 50%         | 1 year            |
| Orthodontic treatment ***   | None              | 50%         | 2 years           |

<sup>\*</sup> The deductible for Preventive and Diagnostic Treatment is the amount payable by you or your insured dependent each time you visit a dentist's office.

All coverage is subject to reasonable and customary fee guidelines. ReliaStar uses the 80<sup>th</sup> percentile of fee data from an independent contractor to determine reasonable and customary fees. Dental charges in excess of the reasonable and customary fees are the participant's responsibility.

#### **COVERAGE QUESTIONS?**

Please contact ReliaStar, plan administrator, at 1-800-965-4148.

<sup>\* \*</sup> The deductible includes total expenditures per person for all basic and major treatment combined.

<sup>\*\*\*</sup> Orthodontic treatment is available to eligible dependent children; lifetime maximum benefit is \$1,500.

### VISION COVERAGE



#### **COBRA COVERAGE**

If the **new** employer <u>does not</u> provide vision insurance your NDPERS vision coverage will end upon your of separation from employment. You and your covered dependents may apply for COBRA coverage within 60 days of your separation of employment if:

✓ If you, as an active employee, and your covered dependents were enrolled in the NDPERS vision plan, and

You will have the option to continue COBRA coverage for a maximum period of 18 months. COBRA coverage will be terminated if:

✓ You or your covered dependents become eligible for an employer sponsored vision plan

The following COBRA premiums are in effect from January 1, 2005 through December 31, 2006:

| Individual Only           | \$ 5.26 |
|---------------------------|---------|
| Individual and Spouse     | \$10.53 |
| Individual and Child(ren) | \$ 9.59 |
| Family                    | \$14.85 |

Late applications must include a check payable to NDPERS for the first months' premium. Applications received after the 60 day COBRA enrollment period will not be accepted.

#### **CONTINUATION OF NDPERS VISION COVERAGE AFTER COBRA**

Upon the completion of COBRA, to be eligible to continue the vision plan you must be receiving a "retirement allowance" from:

- North Dakota Public Employees Retirement System (NDPERS)
  - Defined Benefit Plan
  - Defined Contribution Plan
- North Dakota Highway Patrol Retirement System (NDHPRS)
- ♦ Job Service Retirement Plan
- Teacher's Fund for Retirement (TFFR)
- ◆ Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF) (North Dakota University System only).

Vision insurance enrollment information, rate information, and application forms will be provided in the Retirement Kit. Please contact the NDPERS office prior to making application for retirement benefits.

If you defer your retirement benefit or take a lump sum distribution of your retirement account, upon completion of COBRA, your coverage will end.

#### **PLAN HIGHLIGHTS**

Covered vision services fall into four main categories as shown below:

| Service                                   | Deductible* | Benefit<br>Amount** | Waiting<br>Period (Late<br>Entrant) |
|---|-------------|---------------------|-------------------------------------|
| Vision Examination (Once every 12 months) | None        | \$35                | None                                |
| Frames (Once every 12 months)             | \$40        | \$40                | 12 months                           |
| Lenses (Per Pair, Once every 12 months)   | None        |                     | 12 months                           |
| Single Vision                             |             | \$35                |                                     |
| Bifocal                                   |             | \$50                |                                     |
| Trifocal                                  |             | \$65                |                                     |
| No Line Bifocal or Progressive            |             | \$70                |                                     |
| Lenticular (cataract surgery)             |             | \$70                |                                     |
| Contact Lenses (Once every 12 months)     | \$40        | \$75                | 12 months                           |

<sup>\*</sup>Lifetime Deductible per person-applies to frames and contact lenses only.

#### **COVERAGE QUESTIONS?**

Please contact Ameritas, plan administrator, at 1-800-255-4931.

<sup>\*\*</sup>The benefit paid will be the lesser of the actual amount charged or the benefit amount shown above. You will be responsible for any cost over the plan benefit amounts. Benefits will be paid for glasses or contact lenses but not both each 12 months.

# **LONG TERM CARE COVERAGE**



#### **TERMINATION OF COVERAGE**

If you and your spouse participate in the UNUM Long-Term Care plan, you both may elect portable coverage. This means that the same coverage you had under this plan can continue on a direct billing basis.

Any election for portable coverage must be made within 31 days of the date the group coverage would otherwise end by completing the UNUM's Election for Portable Coverage.

Any premium that applies must be paid directly to Unum by you and your spouse for any portable coverage to be continued.

Please refer to your "Certificate of Insurance" for details.

#### **COVERAGE QUESTIONS?**

Please contact UNUM, plan administrator, at 1-800-227-4165.

## **FLEXCOMP**



### **TERMINATION OF COVERAGE**

### MEDICAL SPENDING REIMBURSEMENT ACCOUNT

If you retire or terminate employment during the Plan Year, you will be offered COBRA continuation coverage through the end of the Plan year on December 31. You will have sixty (60) days from the date the notice of your right to continue coverage is provided by NDPERS to elect continuation coverage, complete the <a href="Continuation of Coverage in Medical Spending Account (COBRA) SFN 53512">COBRA (COBRA) SFN 53512</a>. Unless you select COBRA, your coverage will end on the last day of the month in which you terminate your employment.

If you elect COBRA continuation coverage, the remaining program contribution payments will be charged to you in equal payments through the end of the Plan Year at 102%. Any program contribution payment amount in excess of 100% of the cost of providing coverage shall not be credited to the participant's account but shall be treated as an administrative charge.

If continuation coverage is elected, coverage will be extended to the end of the current Plan Year but may terminate sooner if the premiums described above are not paid within 30 days of their due date which is the 1<sup>st</sup> of every month.

If participation terminated due to a separation of service and you return to state employment within 30 days in the same Plan Year, your election will be reinstated as it was immediately prior to the separation of service. If you return to state employment after 30 days in the same Plan Year, you can not participate for the remainder of the Plan Year.

### DEPENDENT CARE REIMBURSEMENT ACCOUNT

If you terminate employment, your contributions will cease and payroll deductions will stop after the last day of the month in which you terminate. You may continue to file claims for qualifying expenses incurred during the Plan Year until you have been reimbursed the balance in your account at the time of your termination.

The final day for accepting claims for the Plan Year from either your Medical Spending or Dependent Care Reimbursement account for services received while you were a participant is three months after the Plan Year ends on December 31 or March 31.

## **DEFERRED COMPENSATION**



### **TERMINATION OF COVERAGE**

Employees who participate in the deferred compensation plan and who upon termination of employment will receive a lump sum payment for accumulated annual leave, sick leave, or back pay may defer these payments to the deferred comp plan. These deferrals are treated as part of the participant's annual deferrals, and are subject to the IRS annual 457 Plan limits in effect for the year in which the deferrals are made. Lump sum deferrals are subject to FICA before deferral.

Employees must elect to defer sick, annual leave and back pay payments while actively employed and in the month prior to the month of termination by completing the "457 Participant Agreement SFN 3803". The regulations do not allow deferrals for severance or buyout pay or bonuses.

Terminating employees may not begin to receive distributions from a deferred compensation account until they have been off the payroll of covered employer for one month. You may elect to begin distribution immediately after you have satisfied the 30 day period, regardless of your age, or you may defer payments to a future date. There is no IRS 10% penalty or requirement for age 59 ½.

Once you have begun distribution, you also have the option of suspending distribution or changing the amount of the distribution, so long as the **minimum required distribution at age 70** ½ **is distributed**.

You also have the option to do a direct rollover to an eligible 401(a), 401(k), 457(b), 403(b), IRA or another qualified plan that accepts eligible rollover distributions. If you do a direct rollover, taxes are not due until you begin receiving a distribution from your account.

If you elect a lump sum distribution, you will be subject to a 20% Federal income tax withholding requirement. The Provider Company will send you a 1099R statement the year in which you received distribution from your account.

Please consult with your investment Provider representative for assistance in selecting a payment option or if you have any questions regarding your tax liability or withdrawal penalties.



### NOTICE OF STATUS OR EMPLOYMENT CHANGE

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM SFN 53611 (REV. 01-06)

In compliance with the Federal Privacy Act of 1974, the disclosure of the individual's social security number on this form is mandatory pursuant to 26 U.S.C. Sec. 3402. The individual's social security number will be used for tax reporting and as an identification number.

### THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE AUTHORIZED AGENT

NDPERS • PO Box 1657 • Bismarck, • North Dakota 58502-1657

(701) 328- 3900 • 1-800-803-7377 • Fax 701-328-3920

| PART A MEMBER INFORMATION   |                 |  |  |  |
|---|-----------------|--|--|--|
| Name (Last, First, Mi)  |                 | Social Security Number   |  |  |
| Department Name   |                 | Department Number  |  |  |
| PART B CHANGE OF STATUS NOTICE                                    |                 | Effective Date   |  |  |
| Leave of Absence/Leave without Pay                                |                 |  |  |  |
| Reason for Leave:   |                 |  |  |  |
| Recertification Date:   | Date            | of Return:   |  |  |
| ☐ Classification Change:  |                 |  |  |  |
| <u>From</u>   |                 | <u>To</u>  |  |  |
| ☐ Classified State ☐ Non-Classified State ☐ Non-State             | e               | ed State ☐Non-Classified State ☐Non-State  |  |  |
| Seasonal Elected Official Salaried                                | □Seasor         | al Elected Official Salaried   |  |  |
| □Non-Seasonal □Appointed Official □Hourly                         | □Non-Se         | asonal Appointed Official Hourly   |  |  |
| Reduction in Hours:   |                 |  |  |  |
| Hours toHours   |                 |  |  |  |
| Permanent to Temporary/Part-time (Distribute SFN                  | √ 17627 to em   | nployee)   |  |  |
| PART C SEPARATION OF EMPLOYMENT                                   |                 |  |  |  |
| ☐ Notice of Retirement ☐ Notice of Long Term Disa                 | bility [        | Notice of Death  Notice of Termination   |  |  |
| (Do not use this form for Notice of Transfer-Complete a Notice    | e of Transfer I | Kit)   |  |  |
|   |                 | This TV - Dete   |  |  |
| Has the appropriate "KIT" been provided to employee/surviving     | g spouse? L     | JNO LYES, Date   |  |  |
| Last Date of Service with Current Agency                          | Date of La      | st Regular Paycheck  |  |  |
| Last Month Insurance Premium(s) will be paid by your agency       | /or this        | Projected Accumulated hours of sick leave to date  |  |  |
| employee (Month & Year) :   |                 | of separation:   |  |  |
|   |                 | The state of the s |  |  |
| Last retirement transmittal of deduction (Month & Year):          |                 | Last retirement transmittal due: (Month, 8 <sup>th</sup> , & Year):  |  |  |
| PART D PLAN INFORMATION (Check all the plans to                   | he employee     | is currently participating in)   |  |  |
| Group Insurance   | Retiremer       | other Plans  |  |  |
| ☐Health Insurance   | Defined         | Benefit ☐Deferred Compensation   |  |  |
| ☐Single Coverage ☐Family Coverage                                 | Defined         | Contribution (457/403(b))  |  |  |
| ☐PERS Dental; Current Dental Premium \$                           | □TIAA-C         | REF  |  |  |
| □PERS Vision; Current Vision Premium \$ □TFFR □PERS Flex Comp (12 |                 |  |  |  |
| □PERS Life Insurance □Job Service                                 |                 |  |  |  |
| □PERS Long Term Care □Highway Patrol                              |                 |  |  |  |
| PART E AUTHORIZATION OF AUTHORIZED AGENT                          |                 |  |  |  |
| I certify that the above information is true and correct.         |                 |  |  |  |
|   |                 |  |  |  |
|   |                 |  |  |  |
| Authorized Agent Signature  |                 | Date of Signature  |  |  |

### **INSTRUCTIONS**

### Part A Member Information

Enter member's name and social security number Enter the employer's name and department number

### Part B Change of Status Notice

Complete this section if an employee is on a leave of absence or experiences a reduction in hours.

### Part C Separation of Employment

Complete this section if an employee is leaving your service due to Long Term Disability, Death, Termination (non-retirement), or Retirement.

Due to varying payroll cycles employers use, NDPERS needs to confirm the last Transmittal of Dedeuction for Retirement Contributions for certain retiring members. This is to ensure benefits are paid to a member for the correct time period and not overpaid or underpaid.

Eligible "Wages" and "salaries" means the member's earnings in eligible employment under this chapter reported as salary on the member's federal income tax withholding statements plus any salary reduction or salary deferral amounts under 26 U.S.C. 125, 401(k), 403(b), 414(h), or 457. "Salary" does not include fringe benefits such as payments for unused sick leave, personal leave, vacation leave paid in a lump sum, overtime, housing allowances, transportation expenses, early retirement incentive pay, severance pay, medical insurance, workforce safety and insurance benfits, disability insurance premiums or benefits, or salary received by a member in lieu of previously employer-provided fringe benefits under an agreement between the member and participating employer. Bonuses may be considered as salary under this section if reported and annualized pursuant to rules adopted by the board.

If an employee is leaving your service because of a transfer to another participating PERS employer, you must complete a Notice of Transfer Kit. Please always refer to PERS listing of participating employers to determine if an employee is transferring employment.

A PERS "Kit" must be given to the employee or surviving spouse to complete. **A completed kit must accompany the**Notice of Status or Employment Change.

### Part D Plan Information

Indicate ALL the plans your employee participates in through your agency.

### Part E Authorization of Authorized Agent

Your agency's designated PERS authorized agent must sign and date this form.



### APPLICATION FOR REFUND OR DIRECT ROLLOVER

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM SFN 53879 (Rev. 07-05)

In compliance with the Federal Privacy Act of 1974, the disclosure of the individual's social security number on this form is mandatory pursuant to 26 U.S.C. Section 3402. The individual's social security number will be used for tax reporting and as an identification number.

### NDPERS • PO Box 1657 • Bismarck, • North Dakota 58502-1657 (701) 328- 3900 • 1-800-803-7377 • Fax 701-328-3920

| (701) 328- 3900 • 1-800-  | 803-7377 • Fax 701-328-3920   |   |                      |  |  |  |
|---|---|---|----------------------|--|--|--|
| PART A MEMBER INFORMATION   |   |   |                      |  |  |  |
| Name (Last, First, MI)  | Daytime Telephone Number  | Daytime Telephone Number Social Security Number |                      |  |  |  |
| Address   | City  | State   | Zip Code + 4         |  |  |  |
| PART B NOTICE TO MEMBER   |   |   |                      |  |  |  |
| Please read the "Special Tax Notice Regarding Plan Payments" before cont minimum of 30 days prior to a distribution. This may affect the date of your To be eligible for a refund/rollover, you must terminate your employment and  | our refund/rollover.  |   |                      |  |  |  |
| employment between state agencies or participating political subdivisions ar <b>DEFINED BENEFIT PLAN:</b> Processing will take approximately 60-90 day  | e not entitled to a refund/rollover.  | ·   |                      |  |  |  |
| DEFINED CONTRIBUTION PLAN: Processing will take approximately 45-6  | 0 days from your last regular paycheck-   | Subject to Federal &                            | ND State laws.       |  |  |  |
| By receiving a refund/rollover, you forfeit all service credit to the date or vested employer contributions attributable to that service credit.  | •   | •   | ts, and any non-     |  |  |  |
| Defined Benefit Plan:<br>Defined Contribution Plan:   | Complete Part C and Part E<br>Complete Part D and Part E  |   |                      |  |  |  |
| PART C DEFINED BENEFIT PLAN   |   |   |                      |  |  |  |
| APPLICATION   | ON FOR REFUND   |   |                      |  |  |  |
| □Check this box if you wish to elect a refund payable to you min     (If desired, complete Authorization for Direct Deposit SFN)  |   |   |                      |  |  |  |
| income tax will be automatically withheld. After a refund check responsibility of the taxpayer. Check One:  | income tax will be automatically withheld. After a refund check is issued, any adjustments to Federal or State income tax paid is the |   |                      |  |  |  |
| APPLICATION FO  | R DIRECT ROLLOVER   |   |                      |  |  |  |
| 1. Check this box if you wish to have a direct rollover of your according   | ount.   |   |                      |  |  |  |
| Please have a letter of acceptance forwarded to NDPERS from non-taxable income, then the letter of acceptance is required by  |   |   | over includes        |  |  |  |
| Make check payable to (Financial Institution)   | Member's Account Number w   | ith Financial Institu                           | ution (If available) |  |  |  |
| Mailing Address of Financial Institution  | City  | State   | Zip Code + 4         |  |  |  |
| Portion to be rolled over: (If no election is indicated, NDPERS will automatically roll over 100% of your taxable income to your designated financial institution and mail any non-taxable income directly to you).  All of my taxable income All of my taxable & non-taxable income  of my Account  so my Account  so my Account |   |   |                      |  |  |  |
| My NDPERS benefits are being rolled into (choose one):  A Defined Contribution Plan  A Traditional IRA  |   |   |                      |  |  |  |
| PART D DEFINED CONTRIBUTION PLAN  |   |   |                      |  |  |  |
| Check this box if you wish a lump sum distribution of your account.      A Fidelity Investments Distribution Form MUST be completed and submitted with this form.   |   |   |                      |  |  |  |
| PART E AUTHORIZATION  |   |   |                      |  |  |  |
| I elect to receive a distribution of retirement funds as indicated above Plan Payments" and the information provided in PART B.   | e. I have read and understand the   | "Safe Harbor Tax                                | Notice Regarding     |  |  |  |
| Member Signature  |   |   |                      |  |  |  |

### PART A: MEMBER INFORMATION

Enter your full name and mailing address, as well as your social security number and daytime telephone number.

### PART B: NOTICE TO MEMBER

Read this section carefully! This section contains important information that you need to know before making a payment election.

### PART C: DEFINED BENEFIT PLAN

### **REFUND:**

- 1. You may elect and authorize a refund payment by checking. Please be sure to check ALL boxes.
- 2. Refunds are subject to Federal and ND State income tax. NDPERS is required to withhold Federal income tax; however, you may authorize NDPERS to withhold ND State income tax from your refund payment. If no preference is indicated, NDPERS will automatically withhold 21% of the federal tax withheld. After a refund check is issued, any adjustments to Federal or State income tax paid will be your responsibility.

### **Authorization for Direct Deposit**

If you wish to have your refund payment deposited directly into a checking or savings account, **you AND your financial institution** must complete and return the Authorization for "Direct Deposit for Refunds SFN 53802" by the 10th of the month prior to the month in which payment will be made. Direct deposits received after the 10th will be delayed and effective one month later.

When completing the Authorization for Direct Deposit for Refunds, please follow the instructions on the back of the form.

### **DIRECT ROLLOVER:**

- 1. You may elect and authorize a direct rollover payment by completing this section. Please be sure to complete **ALL** boxes/blanks.
- Enter the name of the plan or financial institution accepting the direct rollover (i.e. who the check should be made payable to - who will endorse the check). Please have your plan or financial institution forward a letter of acceptance of funds to NDPERS. If any portion of your rollover is non-taxable income, this will be required before your rollover is completed.
- 3. Enter your account number with the plan or financial institution where your funds are being rolled over to.
- 4. Enter the full mailing address to which the direct rollover payment should be mailed. **DO NOT LIST YOUR PERSONAL MAILING ADDRESS: NDPERS CAN NOT SEND A DIRECT ROLLOVER TO A MEMBER'S HOME.**
- 5. Indicate how much of the income should be directly rolled over. If no election is indicated, NDPERS will automatically roll over 100% of your taxable income to your designated financial institution and mail any non-taxable income directly to you.
- 6. Check if your retirement fund is being rolled over into a defined contribution plan or a Traditional IRA.

NOTE: NDPERS does not have the capability to wire transfer/direct deposit of direct rollovers.

### PART D: DEFINED CONTRIBUTION PLAN

You may elect and authorize a lump distribution by checking. A Fidelity Investments Distribution Form MUST be completed and submitted with this form to elect a refund or direct rollover.

### PART E: AUTHORIZATION

You must sign and date this section for the form to be valid.



### **AUTHORIZATION FOR DIRECT DEPOSIT FOR REFUNDS**

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM SFN 53802 (Rev. 03-04)

In compliance with the Federal Privacy Act of 1974, the disclosure of the individual's social security number on this form is mandatory pursuant to 26 U.S.C. Section 3402. The individual's social security number will be used for tax reporting and as an identification number.

NDPERS • PO Box 1657 • Bismarck, • North Dakota 58502-1657 (701) 328- 3900 • 1-800-803-7377 • Fax 701-328-3920

### THIS FORM IS FOR DEFINED BENEFIT PLAN MEMBERS ONLY

| THIS FORM IS FOR DEFINE   | DENE                                 | FII PLA       | N WEW                | IDEK      | S UNLT!       |                       |
|---|--------------------------------------|---------------|----------------------|-----------|---------------|-----------------------|
| PART A PAYEE (Must Be Completed By Membe Payee  | r)                                   |               |                      |           | Social Se     | ecurity Number        |
| 1 ayee  |                                      |               |                      |           | Social Se     | curity Number         |
| I authorize the North Dakota Public Employees Retirement System electronic fund transfer (EFT) of my refund to my account indicate information with NDPERS for the purpose of completing the EFT at | d below. I                           | consent to    |                      |           |               |                       |
| Authorization for Direct Deposit forms must be received by t made. Authorization received after the 10 <sup>th</sup> may be delayed a   | he 10 <sup>th</sup> of<br>ind sent o | the month     | n prior to<br>later. | o the n   | nonth in w    | hich payment will be  |
| ☐ Checking Account Number:  |                                      |               |                      |           |               |                       |
| Savings Account Number :  |                                      |               |                      |           |               |                       |
| Other (Please Specify):   |                                      |               |                      |           |               |                       |
| This authorization will remain in effect until I notify NDPERS in v opportunity to act on it.  I agree to the terms listed on this authorization.   | vriting to c                         | ancel it in s | such time            | e as to   | afford NDP    | ERS a reasonable      |
|   |                                      |               |                      |           |               |                       |
| Signature of Payee  | _                                    |               | •                    |           | Date          | <u>e</u>              |
| PART B FINANCIAL INSTITUTION (Must Be Com   | pleted B                             | y Institut    | ion)                 |           |               |                       |
| Name of Financial Institution   |                                      |               |                      |           |               |                       |
| Mailing Address   |                                      | City          |                      |           | State         | Zip Code              |
| Payee's Account Number  |                                      | Type of A     | ccount               | □ C       | hecking       | Savings               |
| Routing Number (9 Digits)   |                                      |               | ] [                  |           |               |                       |
| We, the financial institution named on this form, agree to receive and de of the death of the payee.  | posit sums                           | for the paye  | e. We agı            | ree to no | otify NDPER   | S upon becoming aware |
| The payee has the right to cancel this authorization, and we reserve the the right to reclaim all amounts paid in error to the member or authorized   |                                      |               | ement by             | written   | notice to the | payee. NDPERS retains |
| Signature of Financial Institution Representative   | <del>)</del>                         | _             |                      | Da        | ate           |                       |
| Financial Institution Representative (Please Print)   | Title                                |               |                      | Тє        | elephone N    | umber                 |
| PART C NDPERS Use Only Effective Date:  |                                      |               |                      | •         |               |                       |
| Lifective Date.   |                                      |               |                      |           |               |                       |

### **AUTHORIZATION FOR DIRECT DEPOSIT INSTRUCTIONS AND CONDITIONS**

**IMPORTANT NOTICE** - This form is to be used only for North Dakota Public Employees Retirement System Refunds.

If you wish to have your refund sent to your financial institution for deposit into your savings or checking account, both you and the financial organization must complete this form to authorize this action. The North Dakota Public Employees Retirement System will forward these payments to the point you authorize. The financial organization may be any bank, savings bank, savings and loan association or similar institution, or Federal or State chartered credit union.

# THIS FORM ONLY AUTHORIZES DEPOSITS INTO YOUR ACCOUNT. IT DOES NOT AUTHORIZE WITHDRAWALS FROM YOUR ACCOUNT.

### PART A PAYEE SECTION

- **LINE 1** Print or type the full name and social security number of the person to whom the payment is made.
- **LINE 2** Check the type of account and print account number for the account in which this payment is to be deposited
- LINE 3 Sign and date the form

### PART B FINANCIAL INSTITUTION

After completing the top portion of this form, the form should be delivered or sent to the designated financial institution to complete Part B. Upon completion, you and the financial institution should retain a photocopy for your records and the original is to be sent to:

North Dakota Public Employees Retirement System P.O. Box 1657 Bismarck, ND 58502-1657 Telephone: (701) 328-3900

### **CANCELLATION INSTRUCTIONS**

When entered in your record with the North Dakota Public Employees Retirement System, this authorization will remain in effect until canceled by written notice to the North Dakota Public Employees Retirement System by you, or in the event of your death. The financial organization should also be notified if you cancel this agreement.

The financial organization may cancel their agreement by providing you a written notice 30 days in advance of the cancellation date. You must advise the North Dakota Public Employees Retirement System if this authorization is canceled. The financial organization cannot cancel this authorization by advice to the North Dakota Public Employees Retirement System.

### FINANCIAL INSTITUTION

Immediate credit will be given the first working day of each month through your correspondent bank account at the Bank of North Dakota.



# CONTINUATION OF GROUP HEALTH INSURANCE COVERAGE (COBRA) NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM

SFN 14120 (Rev. 09/05)

In compliance with the Federal Privacy Act of 1974, the disclosure of the individual's social security number on this form is mandatory pursuant to 26 U.S.C. Section 3402. The individual's social security number will be used for tax reporting and as an identification number.

NDPERS • PO Box 1657 • Bismarck, • North Dakota 58502-1657 (701) 328- 3900 • 1-800-803-7377 • Fax 701-328-3920

| PART A   | MEMBER INFORMATION  |   |  |  |  |
|--|---|---|--|--|--|
| Name (Last, Firs   | st, MI)   | Social Security Number                                |  |  |  |
| PART B   | NDPERS GROUP HEALTH INSURANCE   |   |  |  |  |
| Do you wish to o   | continue your current coverage in the NDPERS Group Hea  | alth Insurance Plan?                                  |  |  |  |
| If Yes at $\square$ Curi   | ent Level of Coverage OR  |   |  |  |  |
| ☐ Red  | duced Level of Coverage (Self Only, MUST complete the N   | DPERS Group Health Application)                       |  |  |  |
|  | inating employment, or otherwise losing eligibility, may co<br>r own expense for a maximum of 18 months subject to the  |   |  |  |  |
| 2) Your<br>the p   | must be a member of the plan at time of loss of eligibility. spouse or any other dependent(s) applying for this con plan at time of loss of eligibility.                          | -   |  |  |  |
| -  | must complete and submit this election form to NDPEF rage.  | RS within 60 days from your last date of              |  |  |  |
|  | oose continuation coverage, your group health coverage  | will end on the last day of the month for             |  |  |  |
| PART C P   | AYMENT METHOD & MEMBER AUTHORIZATION  |   |  |  |  |
| due. NDPERS b  | <b>MONEY WITH THIS FORM.</b> If a payment method is not e ills the last week of each month for the following month's or to remit your premium by the due date will result in loss | coverage. Your payment is due the 15 <sup>th</sup> of |  |  |  |
| PAYMENT OPTION   |   |   |  |  |  |
| ☐ Withhold from  | ☐ Withhold from bank account (Complete SFN 50134 Authorization for Automatic Premium Deduction)   |   |  |  |  |
| I have read this application in its entirety (including the back page) and certify the information is accurate and complete. I understand and agree that any false statements or omissions may void any benefit plans insured based on this application. |   |   |  |  |  |
|  |   |   |  |  |  |
| Signature of Member Date   |   |   |  |  |  |
| PART D N   | DPERS USE ONLY  |   |  |  |  |
| Group Number   | Month the last health insurance premium will be paid:   | Effective date of coverage:                           |  |  |  |

## CONTINUATION OF GROUP HEALTH INSURANCE COVERAGE (COBRA) SFN 14120 (Rev.09/05) Page 2

On July 1, 1986, a federal law was enacted (Public Law 99-272, Title X) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end.

If you are the spouse of an employee covered by the employer's group health plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the group plan for any of the following four reasons:

- 1. The death of your spouse;
- 2. A termination of your spouse's employment (for the reasons other than gross misconduct) or reduction in your spouse's hours of employment with the employer.
- 3. Divorce or legal separation from your spouse; or
- 4. Your spouse becomes entitled to (that is, covered by) Medicare.

In the case of a dependent child of an employee covered by the employer's group health plan, he or she has the right to continuation coverage if group health coverage under the group health plan is lost for any of the following reasons:

- 1. The death of the employee;
- 2. A termination of the employee's employment (for reasons other then a gross misconduct) or reduction in the employee's hours of employment with the employer;
- 3. The employee's divorce or legal separation;
- 4. The employee becomes entitled to (that is, covered by) Medicare;
- 5. The dependent child ceases to be a "dependent child" under the group health plan.

Under the law, the employee or a family member has the responsibility to inform NDPERS of a divorce, legal separation or a child losing dependent status under the group health plan within 60 days of the date of the event. The employer with whom you have your NDPERS group health benefit plan has the responsibility to notify NDPERS of an employee's death, termination, and reduction in hours of employment or Medicare entitlement.

When NDPERS is notified that one of these events has happened, NDPERS will in turn notify you that you have the right to choose continuation coverage. Under the law you have at least 60 days from the date you would lose coverage because of one of the events described above to inform NDPERS that you want continuation coverage.

If you do not choose continuation coverage on a timely basis, your group health insurance coverage will end. Not choosing continuation coverage may cause a break in your continued coverage and such break of more then sixty-three days may cause loss in coverage portability.

If you choose continuation of coverage, NDPERS is required to give you coverage, which, as of the time coverage is being provided is identical to the coverage provided under the group health plan to similarly situated employees or family members.

In no event will continuation coverage last beyond 36 months from the date of the event that originally made a qualified beneficiary eligible to elect coverage. The 18 months may extend to 29 months if an individual is determined by the Social Security Administration to be disabled (for Social Security disability purposes) as of the termination or reduction in hours of employment or within 60 days thereafter. To benefit from this extension, you must notify NDPERS of the determination within 60-days or before the end of the original 18-month period. The affected individual must also notify NDPERS within 30 days of any final determination that the individual is no longer disabled.

However, the law also provides that continuation coverage may be cut short for any of the following five reasons:

- 1. The employer no longer provides group health coverage to any of its employees;
- 2. The premium for your continuation coverage is not paid on time;
- 3. You become entitled to (that is, covered by) Medicare: or
- 4. You extend coverage for up to 29 months due to disability and there has been a final determination that you are no longer disabled.



For Records Management use only



An independent licensee of the Blue Cross & Blue Shield Association

**Applicant's Signature** 

### **North Dakota Public Employees Retirement System (NDPERS) Group Health Application**

|          | ### | RETIREMENT SYSTEM |
|----------|-----|-------------------|
| 29301733 |     | Rev. 4-05         |
| DCN      |     |                   |

|   |  | Please type  | e or pri                               | nt in black in                               | k. Press firmly                               | <i>'</i> .  |   | BPN  |  |
|---|--|--|--|--|---|---|---|--|--|
| 1. PAYROLL TO COMPL   | ETE THIS S   | ECTION.  | 1                                      |  | , ,   |   |   | GROUP RO   | L <b>L</b>   |
| Department Number   | Initial Ag   | ency Name  |  |  |   |   | Perma   | nent Employme  | ent Date (mm-dd-yy)<br>-                               |
| 2. APPLICANT'S INFOR  | MATION   |  |  |  |   |   | _   |  |  |
| Last Name   |  | First  |  |  | M.I.  | Soc   | cial Securi   | ty Number  |  |
| Mailing Address   | om   | e Phone  |  |  | State in Wh                                   | ich You   | Reside  | _  |  |
| City  |  | State  | Zip C                                  | ode  |   |   |   | Work Phone   | <del>_</del>   |
| Marital ☐ Single ☐ Divorced Status ☐ Married ☐ Widowed  | l (Give date if c  | hanging Marital Statu<br>– –   | s) [                                   | Sex<br>□M □F                                 | Birthdate (1                                  | nm-dd-<br>–   | ·yy)  | Active in the Mili                                       |  |
| 3. COVERAGE INFORMA   | ATION  |  |  |  |   |   |   |  |  |
| <ul> <li>□ Basic/PPO</li> <li>□ EPO (If applying for the EPO, you</li> <li>□ Covered under spouse's NDPF</li> <li>I am applying for:</li> <li>□ Single Coverage = myself only</li> <li>□ Family Coverage = myself and myself and eligible childr myself, spouse and eligible</li> </ul> | ERS Benefit Pla<br>,<br>l spouse <b>OR</b><br>en <b>OR</b>                         | he Employee Selection n Number  Effective  01  |  | □ Ne □ Tra □ CC Chang □ NC                   | BRA/State C<br>e in Depende                   | I do not<br>DPERS<br>ontinua<br>ents:<br>Remove<br>t comple | t have BCI<br>for any of<br>ation  Date  tete Section | BSND coverage no<br>her coverage (If ye                  | s, complete Section 5.)  1 – –  mbers to be covered if |
| 4. DEPENDENT INFORM   |  | e extra paper i  | f nec                                  | essary)                                      |   |   |   |  |  |
| • Indicate dependent's address be • If Marital Status is Single and certificate for each dependen  ☐ Yes ☐ No Is coverage being  First Name M.I. La   | t'unless prévi<br>requested for<br>ast (if different)                              | any dependents p   | ursuar<br>Sex                          | at to a court  Birthdate (mm-dd-yy)          | order? Activ                                  | e<br>ry<br>l No   | Full-Tin<br>Studen                                    | ne<br>it Social S  | Security Number  |
|   |  |  |  |  | □ Yes □                                       | l No  | □ Yes □   | l No   |  |
|   |  |  |  |  | ☐ Yes ☐                                       |   | □ Yes □   |  |  |
| 5. OTHER COVERAGE I   | n including  | insurance co   | mpan <sub>e</sub> rage                 | <i>y. Failure t</i><br>/Publicly             | o provide d<br>Sponsore                       | d Pro   | <i>entation</i><br>gram                               | may affect you   | ur waiting period.)                                    |
| Other Coverage Name and Phon  |  |  | cy Nun                                 |  |   |   |   |  | Birthdate (mm-dd-yy)                                   |
| Policy Coverage Dates (mm-dd From to  | -yy)<br>   | Name(s) of Person(   | s) Cove                                | ered   |   |   |   |  |  |
| ☐ Yes ☐ No Do you intend to ke  | ep your curren   | policy in force after  | the effe                               | ective date of                               | this application                              | n? <b>If n</b> o  | ot, why?  |  |  |
| Workers' Compensation,  ☐ Yes ☐ No Are you, your spot ☐ Yes ☐ No Are you, your spot ☐ Person's Name   | use or any of y<br>use or any of y   |  | lents c                                |  | iving or have                                 | receive   | d no-fault  |  |  |
| 6. SIGNATURE (This form   | n must be si   | gned and dated   | )                                      |  |   |   |   |  |  |
| I understand that any comparin part. I further understand considered accepted unless or certify the information is accessed based on this application commit a fraud against an instance.   | ny(s) with wl<br>that no contr<br>r until the Be<br>urate and cor<br>on. I further | nich I am applyin<br>actual right is cre<br>nefit Plan is issue<br>nplete. I understa<br>understand a pers | g for co<br>ated b<br>d to m<br>nd and | y this appli<br>e. I have read<br>agree that | cation or ad<br>ad this appli<br>any false st | vance j<br>cation<br>atemer                                 | premium<br>in its ent<br>its or om                    | payment and the<br>cirety (including<br>issions may void | the back page) and l any Benefit Plan(s)               |

**Date Signed** 

☐ Yes I am applying for coverage during **Annual Open Enrollment.** 

### **LIMITATIONS AND EXCLUSIONS**

I understand Members are subject to limitations and exclusions outlined in the relevant Benefit Plan or policy.

### **CONVERSION RIGHTS FOR HEALTH COVERAGE**

In the event the group through which I am enrolled elects to terminate, Blue Cross Blue Shield of North Dakota has the right at its sole discretion to continue my coverage on a non-group basis subject to the premium and Benefit Plan provisions for non-group coverage then in effect.

Conversion coverage will not be offered to a Subscriber if the group through which the Subscriber is eligible has terminated coverage with Blue Cross Blue Shield of North Dakota and has enrolled as a group with another insurance carrier.

#### **METHOD OF PAYMENT**

In the event my employer adopts the method of payroll deduction, I hereby authorize and direct my employer to deduct the current premium from my wages or salary and remit the same to Blue Cross Blue Shield of North Dakota. This authorization is to continue in effect until revoked by me in writing.

If you require accommodation or assistance in completing this form or require this form in a different format please call the NDPERS ADA Coordinator at 701-328-3900 or 1-800-803-7377 if you are outside the Bismarck/Mandan local calling area.



### **CONTINUATION OF GROUP DENTAL COVERAGE (COBRA)**

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM SFN 53725 (Rev. 09/05)

In compliance with the Federal Privacy Act of 1974, the disclosure of the individual's social security number on this form is mandatory pursuant to 26 U.S.C. Section 3402. The individual's social security number will be used for tax reporting and as an identification number.

NDPERS • PO Box 1657 • Bismarck, • North Dakota 58502-1657 (701) 328-3900 • 1-800-803-7377 • Fax 701-328-3920

| PART A MEMI  | BER INFORMATION   |                                      |  |  |  |
|--|---|--------------------------------------|--|--|--|
| Name (Last, First, MI)   |   | Social Security Number               |  |  |  |
|  |   |                                      |  |  |  |
| PART B NDPE  | RS GROUP INSURANCE ONLY   |                                      |  |  |  |
| Do you wish to continu   | e your current coverage in the NDPERS <u>Dental</u> Plan?   | No 🗌 Yes                             |  |  |  |
| If Yes, Current Level of   | Coverage: Self Only Employee & Spouse E   | Employee & Child(ren)                |  |  |  |
| ☐ Reduced Level of 0   | Coverage (Must complete Dental Insurance Enrollment/C   | change Form)                         |  |  |  |
|  | g employment, or otherwise losing eligibility, may continue expense for a maximum of 18 months subject to the follo                             |                                      |  |  |  |
|  | be a member of the plan at time of loss of eligibility.   |                                      |  |  |  |
|  | use or any other dependent(s) applying for this continual<br>t time of loss of eligibility.   | ion coverage must be a member of     |  |  |  |
| 3) You must  | complete and submit this election form to NDPERS wi   | thin 60 days from your last date of  |  |  |  |
| coverage.  |   |                                      |  |  |  |
| If you do not choo<br>which premiums w   | se continuation coverage, your group dental coverage will rere paid.  | end on the last day of the month for |  |  |  |
| PART C PAYM  | ENT METHOD & MEMBER AUTHORIZATION   |                                      |  |  |  |
| the 1 <sup>st</sup> day of each mo   | s not elected, you must submit your personal check for the onth. NDPERS will not send you monthly premium notices t in loss of dental coverage. |                                      |  |  |  |
| PAYMENT OPTION   | PAYMENT OPTION  |                                      |  |  |  |
| ☐Withhold from bank account (Complete SFN 50134 Authorization for Automatic Premium Deduction)   |   |                                      |  |  |  |
| I have read this application in its entirety (including the back page) and certify the information is accurate and complete. I understand and agree that any false statements or omissions may void any benefit plans insured based on this application. |   |                                      |  |  |  |
|  |   |                                      |  |  |  |
|  |   |                                      |  |  |  |
| Signature of Member Date Signed  |   |                                      |  |  |  |
| PART D NDPE  | RS USE ONLY   |                                      |  |  |  |
| Group Number   | Month the last dental insurance premium will be paid:   | Effective date of coverage:          |  |  |  |

On July 1, 1986, a federal law was enacted (Public Law 99-272, Title X) requiring that most employers sponsoring group plans offer employees and their families the opportunity for a temporary extension of coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end.

If you are the spouse of an employee covered by the employer's group plan, you have the right to choose continuation coverage for yourself if you lose group coverage under the group plan for any of the following four reasons:

- 1. The death of your spouse;
- 2. A termination of your spouse's employment (for the reasons other than gross misconduct) or reduction in your spouse's hours of employment with the employer.
- 3. Divorce or legal separation from your spouse; or
- 4. Your spouse becomes entitled to (that is, covered by) Medicare.

In the case of a dependent child of an employee covered by the employer's group plan, he or she has the right to continuation coverage if group dental coverage under the group plan is lost for any of the following reasons:

- ✓ The death of the employee;
- ✓ A termination of the employee's employment (for reasons other then a gross misconduct) or reduction in the employee's hours of employment wit the employer;
- ✓ The employee's divorce or legal separation;
- ✓ The employee becomes entitled to (that is, covered by) Medicare;
- ✓ The dependent child ceases to be a "dependent child" under the group plan.

Under the law, the employee or a family member has the responsibility to inform NDPERS of a divorce, legal separation or a child losing dependent status under the group plan within 60 days of the date of the event. The employer with whom you have your NDPERS group benefit plan has the responsibility to notify NDPERS of an employee's death, termination, and reduction in hours of employment or Medicare entitlement.

Once is notified that one of these events has happened, you will in turn be notified that you have the right to choose continuation coverage. Under the law you have at least 60 days from the date you would lose coverage because of one of the events described above to inform NDPERS that you want continuation coverage.

If you do not choose continuation coverage on a timely basis, your group insurance coverage will end. Not choosing continuation coverage may cause a break in your continued coverage and such break of more then sixty-three days may cause loss in coverage portability.

If you choose continuation of coverage, NDPERS is required to give you coverage, which, as of the time coverage is being provided is identical to the coverage provided under the group dental plan to similarly situated employees or family members.

In no event will continuation coverage last beyond 36 months from the date of the event that originally made a qualified beneficiary eligible to elect coverage. The 18 months may extend to 29 months if an individual is determined by the Social Security Administration to be disabled (for Social Security disability purposes) as of the termination or reduction in hours of employment or within 60 days thereafter. To benefit from this extension, you must notify NDPERS of the determination within 60-day s or before the end of the original 18-month period. The affected individual must also notify NDPERS within 30 days of any final determination that the individual is no longer disabled.

However, the law also provides that continuation coverage may be cut short for any of the following five reasons:

- 1. The employer no longer provides group coverage to any of its employees;
- 2. The premium for your continuation coverage is not paid on time;
- 3. You become entitled to (that is, covered by) Medicare; or
- 5. You extend coverage for up to 29 months due to disability and there has been a final determination that you are no longer disabled.

In compliance with the Federal Privacy Act of 1974, the disclosure of the individual's social security number on this form is mandatory pursuant to 26 U.S.C. Section 3402. The individual's social security number will be used for tax reporting and as an identification number.

NDPERS • PO Box 1657 • Bismarck, • North Dakota 58502-1657 (701) 328- 3900 • 1-800-803-7377 • Fax 701-328-3920

| PART A M   | EMBER INFORMATION   |                                      |  |  |  |
|--|---|--------------------------------------|--|--|--|
| Name (Last, First,   | MI)   | Social Security Number               |  |  |  |
| PART B NI  | OPERS GROUP INSURANCE ONLY  |                                      |  |  |  |
| Do you wish to cont  | inue your current coverage in the NDPERS <u>Vision</u> Plan?  | No  Yes                              |  |  |  |
| If Yes, Current Leve   | el of Coverage: Self Only Employee & Spouse I   | Employee & Child(ren)                |  |  |  |
| ☐ Reduced Level  | of Coverage (Must complete Vision Insurance Enrollment  | /Change Form)                        |  |  |  |
|  | ating employment, or otherwise losing eligibility, may con-<br>own expense for a maximum of 18 months subject to the  |                                      |  |  |  |
| 5) Your s  | sust be a member of the plan at time of loss of eligibility. Spouse or any other dependent(s) applying for this continuous at time of loss of eligibility. Solution at the complete and submit this election form to NDPERS versions. | -                                    |  |  |  |
| covera   | •   | milli do days from your last date of |  |  |  |
|  | hoose continuation coverage, your group vision coverage ch premiums were paid.  | will end on the last day of the      |  |  |  |
| PART C PA  | YMENT METHOD & MEMBER AUTHORIZATION   |                                      |  |  |  |
| by the 1st day of e  | od is not elected, you must submit your personal check for ach month. NDPERS will not send you monthly premium ue date will result in loss of vision coverage.  |                                      |  |  |  |
| PAYMENT OPTIO  | <u>DN</u>   |                                      |  |  |  |
| ☐ Withhold from  | ☐ Withhold from bank account (Complete SFN 50134 Authorization for Automatic Premium Deduction)   |                                      |  |  |  |
| I have read this application in its entirety (including the back page) and certify the information is accurate and complete. I understand and agree that any false statements or omissions may void any benefit plans insured based on this application. |   |                                      |  |  |  |
|  |   |                                      |  |  |  |
|  |   |                                      |  |  |  |
|  | Signature of Member Date Signed   |                                      |  |  |  |
| PART D ND  | PERS USE ONLY   |                                      |  |  |  |
| Group Number   | Month the last vision insurance premium will be paid  | : Effective date of coverage:        |  |  |  |

On July 1, 1986, a federal law was enacted (Public Law 99-272, Title X) requiring that most employers sponsoring group plans offer employees and their families the opportunity for a temporary extension of coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end.

If you are the spouse of an employee covered by the employer's group plan, you have the right to choose continuation coverage for yourself if you lose group coverage under the group plan for any of the following four reasons:

- 1. The death of your spouse;
- 2. A termination of your spouse's employment (for the reasons other than gross misconduct) or reduction in your spouse's hours of employment with the employer.
- 3. Divorce or legal separation from your spouse; or
- 4. Your spouse becomes entitled to (that is, covered by) Medicare.

In the case of a dependent child of an employee covered by the employer's group plan, he or she has the right to continuation coverage if group vision coverage under the group plan is lost for any of the following reasons:

- ✓ The death of the employee;
- ✓ A termination of the employee's employment (for reasons other then a gross misconduct) or reduction in the employee's hours of employment wit the employer;
- ✓ The employee's divorce or legal separation;
- ✓ The employee becomes entitled to (that is, covered by) Medicare;
- ✓ The dependent child ceases to be a "dependent child" under the group plan.

Under the law, the employee or a family member has the responsibility to inform NDPERS of a divorce, legal separation or a child losing dependent status under the group plan within 60 days of the date of the event. The employer with whom you have your NDPERS group benefit plan has the responsibility to notify NDPERS of an employee's death, termination, and reduction in hours of employment or Medicare entitlement.

Once is notified that one of these events has happened, you will in turn be notified that you have the right to choose continuation coverage. Under the law you have at least 60 days from the date you would lose coverage because of one of the events described above to inform NDPERS that you want continuation coverage.

If you do not choose continuation coverage on a timely basis, your group insurance coverage will end. Not choosing continuation coverage may cause a break in your continued coverage and such break of more then sixty-three days may cause loss in coverage portability.

If you choose continuation of coverage, NDPERS is required to give you coverage, which, as of the time coverage is being provided is identical to the coverage provided under the group vision plan to similarly situated employees or family members.

In no event will continuation coverage last beyond 36 months from the date of the event that originally made a qualified beneficiary eligible to elect coverage. The 18 months may extend to 29 months if an individual is determined by the Social Security Administration to be disabled (for Social Security disability purposes) as of the termination or reduction in hours of employment or within 60 days thereafter. To benefit from this extension, you must notify NDPERS of the determination within 60-day s or before the end of the original 18-month period. The affected individual must also notify NDPERS within 30 days of any final determination that the individual is no longer disabled.

However, the law also provides that continuation coverage may be cut short for any of the following five reasons:

- 1. The employer no longer provides group coverage to any of its employees;
- 2. The premium for your continuation coverage is not paid on time;
- 3. You become entitled to (that is, covered by) Medicare; or
- 5. You extend coverage for up to 29 months due to disability and there has been a final determination that you are no longer disabled.



### **AUTHORIZATION FOR AUTOMATIC PREMIUM DEDUCTION**

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM SFN 50134 (Rev. 04-03)

In compliance with the Federal Privacy Act of 1974, the disclosure of the individual's social security number on this form is mandatory pursuant to 26 U.S.C. Sec. 3402. The individual's social security number will be used for tax reporting and as an identification number.

NDPERS• 400 East Broadway, Suite 505• PO Box 1657• Bismarck • ND • 58502-1657 (701) 328-3900 or (800) 803-7377 • Fax: (701) 328-3920

| PART A CONTRACT HOLDER INFORMATION (Must Be Completed By Member)   |   |                              |   |  |  |
|--|---|------------------------------|---|--|--|
| Contract Holder (Last, First, Mi   | )   |                              | Social Security Number                                  |  |  |
| I authorize the North Dakota Portion to initiate electronic fund to indicated below. I consent to the completing the EFT arrangement | ransfer (EFT) from my designate financial institution sharing | ated account and for the mo  |   |  |  |
| ☐ Checking Account   | Savings Account   | ☐ Health ☐ Life ☐            | Dental  |  |  |
| This authorization will remain in reasonable opportunity to act of each month. Your financial instances                              | on it. The premium amount wi                                  | ill be deducted from your ac | as to afford NDPERS a count by the fifth working day of |  |  |
| I agree to the terms listed on the   | nis authorization.  |                              |   |  |  |
| Signature of Contra  | act Holder as it Appears Above                                | e                            | Date  |  |  |
| PART B FINANCIAL I   | INSTITUTION ( Must Be C                                       | ompleted By Institution      | )   |  |  |
| Name of Financial Institution  |   |                              |   |  |  |
| Mailing Address  | City  | State                        | Zip Code  |  |  |
| Payee's Account Number   |   | Type of Account              | necking   |  |  |
| Routing Number (9 Digits)  |   |                              |   |  |  |
| Signature of Financial Institution Representative Date of Signature  |   |                              |   |  |  |
| Financial Institution Representa   | <u> </u>  |                              | phone Number  |  |  |
| Tillandai institution Represente   | ative (Flease Fillit)   | Телер                        | Mone Number   |  |  |
| PART C NDPERS US   | E ONLY  | ·                            |   |  |  |
| Group Number   | Effective Date:   |                              |   |  |  |

### AUTHORIZATION FOR AUTOMATIC PREMIUM DEDUCTION

SFN 50134 (Rev. 09/05) Page 2

### **INSTRUCTIONS AND CONDITIONS**

If you wish to have your monthly insurance premiums deducted from your savings or checking account, you must complete this form to authorize this action and attach a void check for the account from which you want your premium deducted. The North Dakota Public Employees Retirement System will deduct these premiums to the point you authorize. The financial institution may be any bank, savings bank, savings and loan association or similar institution, or Federal or State chartered credit union.

### THIS FORM ONLY AUTHORIZES DEDUCTIONS FROM YOUR ACCOUNT

### PART A CONTRACT HOLDER INFORMATION

Print or type the full name and social security number of the Contract Holder. Indicate the type of account from which the premium is to be deducted and the plan(s) the deduction applies to. Sign and date the form.

### PART B FINANCIAL INSTITUTION SECTION

After completing the top portion of this form, the form should be delivered or sent to the designated financial institution. Upon completion, you and the financial institution should retain a photocopy for your records and the original is to be sent to:

North Dakota Public Employees Retirement System P.O. Box 1657 Bismarck, ND 58502-1657 Telephone: (701) 328-3900

If you have any questions please call the NDPERS office at: (701) 328-3900 or (800) 803-7377

### **CANCELLATION INSTRUCTIONS**

When entered in your record with the North Dakota Public Employees Retirement System, this authorization will remain in effect until canceled by written notice by you to the North Dakota Public Employees Retirement System, or in the event of your death. The financial organization should also be notified if you cancel this agreement.

The financial organization may cancel their agreement by providing you a written notice 30 days in advance of the cancellation date. You must advise the North Dakota Public Employees Retirement System if this authorization is canceled. The financial organization cannot cancel this authorization by advice to the North Dakota Public Employees Retirement System.

The form is due back in our office by the 15<sup>th</sup> of the month prior to the month you want to begin your premium deduction.



UNUM Life Insurance Company of America Portland, Maine 04122

Election for Portable Coverage – B Long Term Care ill to: Unum LTC Customer Services

Mail to: Unum LTC Customer Services 2211 Congress Street Portland, Maine 04122-1760

Portability Number: 224998

| To be completed by the                               | Company name   | Plan number   |  |
|--|--|---|--|
| Company Data:  |  |   |  |
|  | Street   | City  | State/Zip  |
| Company Address:                                     |  |   |  |
|  | Last name  | First name  | Middle initial   |
| Employee Name:                                       |  |   |  |
| Employee Data:                                       | Date of birth  | Social Security number  | ☐ Male<br>☐ Female   |
| Person terminating grou                              | p coverage:  | Name(s)   | ☐ Employee<br>☐ Family Member                                    |
| Reason person is termin                              | nating group coverage:   | ☐ Termination of Employment☐ Divorce☐   | ☐ Death of spouse ☐ Other  |
| Date group coverage te                               | rminates:  | Month Day Year  |  |
| Current monthly premiu                               | m payment:   | Employee<br>\$ /month   | Spouse<br>\$ /month  |
| Signature of Employer:                               |  | D   | ate:   |
| o be completed by the                                | Employee   |   |  |
| pelow. <b>You will be respo</b><br>Mailing Address:  | nsible for the entire cost o                                       | f your coverage.<br>City  | State/Zip  |
| Payment options:                                     | Quarterly  | Semi-annually   | Annually   |
| r ayment options.                                    | ☐(3x monthly rate)   | ☐(6x monthly rate)  | (12x monthly rate)   |
| signature of Employee:                               |  | D   | ate:   |
| o be completed by the                                | Employee's Family Memb   | er  |  |
| Ferm Care Insurance after and send this form to UNUM | your group coverage terminates<br>M within 31 days after your grou | ber of the above employee, you use. If you wish to elect portable composerage terminates. You must below. You will be responsible | verage, please complete this se<br>st include your first premium |
| Name:  |  |   |  |
| /lailing Address:                                    | Street   | City  | State/Zip  |
| Data:  | Date of birth  | Social Security number  | ☐ Male<br>☐ Female   |
| Payment Options:                                     | Quarterly  | Semi-annually   | Annually   |
| ι αγιτιστιί Ορίιστιο.                                | ☐(3x monthly rate)   | ☐(6x monthly rate)  | ☐(12x monthly rate)  |
| Signature of Employee's                              | Family Member:   | Date:   |  |
| Signature of Employee's                              | Family Member:   | Date:   |  |

### **Information About Portable Coverage**

### Should The Certificate of Insurance be Kept?

If portable coverage is elected, you will not receive a new Portable Certificate of Insurance. The coverage you or your family member had under the group plan continues under ported coverage.

### Can Coverage Be Changed?

You or your family member may apply at any time to increase coverage by filling out a new application, which includes evidence of insurability. Call Unum at (800) 227-4165 for assistance.

### When Are Premiums Due And What Is The Grace Period?

Premium payment options include quarterly, semi-annually, or annually. Mail the first premium payment with this form. Unum will mail subsequent bills to you or your family member at the address(es) provided. A grace period of 45 days after the premium due date will be allowed for the payment of each premium.

### Where Should Premium Payments Be Sent?

You or your family member must pay the premium directly to Unum for portable coverage to be continued. The address is:

Unum LTC Customer Services 2211 Congress Street Portland, Maine 04122-1760

### How Long Will Unum Continue To Pay For Long Term Care Benefits?

Unum will continue monthly payments for long term care benefits until the earliest of the following dates:

- -- The date the person is no longer disabled,
- -- The date the person dies, or
- --The date the person's total benefit payments equal the lifetime maximum amount.

### When Will This Portability Coverage Terminate?

A person's portable coverage will terminate on the earlier of:

- The end of the period for which the required premiums for the ported coverage were last paid to Unum, or
- The date the person dies.



### CONTINUATION OF COVERAGE IN A MEDICAL SPENDING ACCOUNT (COBRA)

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM SFN 53512 (01-05)

In compliance with the Federal Privacy Act of 1974, the disclosure of the individual's social security number on this form is mandatory pursuant to 26 U.S.C. Sec. 3402. The individual's social security number will be used for tax reporting and as an identification number.

# NDPERS • PO Box 1657 • Bismarck, • North Dakota 58502-1657 (701) 328- 3900 • 1-800-803-7377 • Fax 701-328-3920

| PART A         | PARTICIPANT/QUALIFIED BENEFI  | ICIARY INFORMATION | ON              |            |              |
|----------------|---|--------------------|-----------------|------------|--------------|
| Name (Last, Fi | rst, Mi)  |                    | Member Id Nur   | mber (Requ | iired)       |
|                |   |                    |                 |            |              |
| Daytime Telep  | hone Number   |                    | Social Security | Number (   | Required)    |
|                |   |                    |                 | T          |              |
| Address        |   | City               |                 | State      | Zip Code + 4 |
|                |   |                    |                 |            |              |
| PART B         | CONTINUATION OF COVERAGE E  | LECTION / WAIVER   |                 |            |              |
| Do you wish to | continue your current participation in t  | the NDPERS Medical | Spending Accor  | unt?       |              |
|                | If you elect Medical Spe  | <del>_</del>       | n covorago it   | will bo    |              |
|                | in effect to the end of the   |                    |                 |            |              |
| PART C         | AUTHORIZATION OF APPLICANT  |                    |                 |            |              |
|                | e information in its entirety, <b>including t</b><br>benalties of perjury, that the information |                    |                 |            |              |
|                | Applicant Signature   |                    | Date            | of Signati | ure          |

ORIGINAL TO NDPERS - PLEASE RETAIN A PHOTOCOPY FOR YOUR RECORDS

## CONTINUATION OF COVERAGE IN A MEDICAL SPENDING ACCOUNT (COBRA) SFN 53512 (01-05)

### **Entitlement to COBRA Coverage**

Under provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, you have the opportunity to extend your participation in the NDPERS Medical Spending Account to the end of the current plan year.

<u>Participants</u> may elect to continue coverage in the Medical Spending Account if they terminate employment for reasons other than gross misconduct or become ineligible due to a reduction in hours of employment.

<u>Qualified Beneficiaries</u> Your spouse or dependent(s) may elect to continue coverage in a medical spending account under the following circumstances:

- 1. Participant's Death
- 2. Divorce or legal separation
- 3. A dependent child ceases to be a "dependent child" under the group health plan.

Under the law, it is the responsibility of the person seeking continuation coverage to inform NDPERS of a divorce, legal separation or a child losing dependent status within 60 days of the date of the event.

The employer has the responsibility to notify NDPERS of a participant's death, termination, or reduction in hours of employment.

You will have 60 days from the date of this notice to inform NDPERS that you want continuation coverage.

### Length of COBRA Coverage

You, your spouse or dependent(s), are eligible to receive continuation coverage until the end of the plan year, or December 31, in which the qualifying event occurred.

### **COBRA Coverage Premiums**

To continue your coverage, submit the premium amount plus a two percent (2%) administrative fee by the first of each month.

If you fail to pay the premium on time, your coverage will terminate on the last day of the month for which a contribution was received.

Continuation coverage under COBRA is provided subject to your eligibility. NDPERS reserves the right to terminate your COBRA coverage retroactively if you are determined to be ineligible for coverage.

IF YOU DO NOT RETURN THIS ELECTION FORM WITHIN 60 DAYS OF THE DATE OF THIS NOTICE YOU WILL LOSE YOUR RIGHT TO ELECT CONTINUATION COVERAGE